



## 'Quality of Service is our Priority'

### CONFIRMATION OF INSURANCE COVER UK REMOVALS AND STORAGE

This insurance will indemnify the Insured Customer of the Removal Company in respect of all risks of physical loss, destruction or damage to the property of the Insured subject to the details specified in the Schedule and the terms, conditions and exclusions detailed in the Clauses as follows.

#### THE CLAUSES

**1) INSURER**

Basil Fry & Company Limited. Claire House, Bridge Street, Leatherhead, Surrey, KT22 8BX. Authorised and regulated by the Financial Conduct Authority.

**2) INSURED PERILS**

All Risks of Physical Loss, Destruction or Damage.

**3) TOTAL SUM INSURED**

As declared by you. The total sum insured shall not exceed £50,000 unless confirmed in writing by us. The total sum insured can be increased on payment of an additional premium, subject to Underwriters' prior agreement.

**4) UNDER-INSURANCE (AVERAGE CLAUSE)**

If you fail to declare the full new replacement value of your property on the Insurance Application, in the event of a claim you will only be entitled to recover from Underwriters the proportion of the loss as the declared value bears to the full new replacement value of your property - if you under-insure you may well suffer.

**5) PAIRS & SETS**

Where any items are part of a pair or of a set Underwriters shall only pay for the actual items which are lost or damaged. No payment will be made by Underwriters for any items which are part of a pair or of a set and which are not lost or damaged.

**6) RIGHT TO CANCEL**

If the insurance we have arranged on your behalf relates to storage exceeding a period of one month you have the right to cancel this insurance at any time within 14 days of inception date without penalty and without giving us a reason. Thereafter, cancellation of storage insurance is subject to you giving us 7 days notice. Your instructions must be in writing. You may be charged a time on risk for the cover provided up to cancellation date and you may be charged a fee for service provided in connection with the arrangement of this insurance if we have given you details of our scale of charges prior to inception date. Any such fees may include any sums, excluding profit, which we have reasonably incurred as a consequence of arranging this insurance but will not exceed an amount which is in proportion to the extent of the service provided and which could be construed as a penalty.

**7) BASIS OF CLAIMS SETTLEMENT**

In respect of loss and/or damage Indemnity cover will apply in respect of all loss and/or damage.

**Indemnity**

The settlement of any claim shall be by replacement, repair and/or compensation at Underwriter's option. Underwriters will take into consideration the age, quality, degree of use and consequent market value of items when calculating the settlement. This insurance is a policy of indemnity and does not respond "new for old". No claim will attach for depreciation consequent upon such repair.

**Documents**

Where any claim includes loss of or damage to documents, the basis of settlement shall be to indemnify you for reasonable costs of reprinting and/or reasonable costs of reissue and/or reconstitution including, where applicable, fresh research or exploration to obtain essential information.

**8) POLICY EXCESS**

Underwriters will not pay the first £25 of each claim.

**9) PAYMENT OF PREMIUMS**

Underwriters shall only be liable to settle a claim recoverable under this Insurance provided we confirm that we have received all insurance premiums due from you.

**10) DURATION OF COVER**

Other than in respect of the War Clauses contained herein, coverage attaches from the time the property is professionally packed and/or uplifted from the residence or business location of the Insured for the commencement of the transit and continues, including storage if any, until the insured property is professionally delivered to the final destination. If the goods are professionally unpacked coverage is extended to cover the period of professional unpacking provided this takes place within 7 days of delivery.

Cover in respect of war risks applies only whilst the goods are waterborne in accordance with the Institute War Clauses (Cargo).

The policy is extended to include transits during the period of storage between the premises of carpet cleaners, repairers and restorers and the storage address.



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### 11) DEPRECIATION

Insurers liability is restricted to the reasonable cost of repair and no claim will attach for depreciation consequent upon such repair.

### 12) TIME LIMIT FOR CLAIMS NOTIFICATION

For removals within Great Britain

Whether unpacked or not within 7 days of delivery of the property or in the case of non-delivery 7 days from when the property would normally be delivered unless a time extension is requested by you and agreed in writing by the Administrator.

### 13) CHOICE OF LAW AND JURISDICTION

The parties are free to choose the law and jurisdiction applicable to this insurance contract. Unless specifically agreed to the contrary, this Insurance shall be subject to English law and the exclusive jurisdiction of the Courts of England and Wales.

### 14) DUTY OF DISCLOSURE

It is your responsibility to ensure that all material facts have been disclosed to Underwriters i.e. any facts which may affect Underwriters' view of the risk. If you are unsure of whether a fact which has not been detailed in the Insurance Application you have completed needs to be disclosed, it is recommended that details are provided to Underwriters for consideration. Please also ensure that all the information provided by you in the Insurance Application are correct as these details will form the basis of the insurance contract between you and Underwriters. If your circumstances change between the date you purchase the policy and the date when you require the policy to commence, please tell us. Incorrect information or failure to disclose all material facts could invalidate all or part of the cover and result in a claim being declined.

### 15) PROPERTY COVERED SUBJECT TO SPECIFIED LIMITATIONS

Unless agreed otherwise in writing by us, the following limitations apply:

1) Furs, perfumery, tobacco, cigars, cigarettes, wines, spirits, mobile phones and explosives are limited to a combined total for all such items of £10,000 any one customer, any one job where they are part of a household or office removal or storage contract. No cover is provided where they are not part of a household or office removal or storage contract.

2) Electronic items are limited to a total of £10,000

Electronic items are defined as all items of consumer and commercial electrical appliances and instruments including but not limited to radios, televisions, computers, computer software, hard drives, chips, microchips, printed circuit boards and their components, modems, monitors, cameras, facsimile machines, photocopiers, VCR's, hi-fis, stereos, CD players and the like. (Heavy electrical items such as switchgear, turbines, generators and the like shall be deemed not to be electronics.)

### 16) EXCLUDED PROPERTY

No cover is provided for the following;

- 1) Jewellery, watches, precious stones, money, coins, bullion, deeds, bonds, securities and stamps of all kinds except whilst in a locked safe or strong room.
- 2) Livestock
- 3) Loss of data records other than cost of blank data carrying materials.

### 17) EXCLUDED CAUSES

- 1) Loss or damage caused by wear, tear, gradual deterioration (including the deterioration of contents of deep freeze units), inherent vice or latent defect.
- 2) Loss or damage caused by leakage of liquid from a receptacle or container unless your goods were packed by the Contractor whose services you are using to move and / or store your goods which are covered by this insurance.
- 3) Loss or damage caused by moth, insect or vermin unless from an external cause.
- 4) Any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to your property by or under the order of any government or public or local authority. This exclusion shall not apply to overseas removals while the insured property is waterborne.
- 5) If as a result of an item of property being lost or damaged you suffer a financial loss the insurance will only pay for the repair or replacement of the damaged item not the resultant financial loss.
- 6) Loss or damage from:
  - i) ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
  - ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or nuclear assembly or nuclear component thereof.
  - iii) any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
  - iv) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.
  - v) Any chemical, biological, bio-chemical or electromagnetic weapon.



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- 7) Subject only to clause 7ii) below, in no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from:
- the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, computer virus or process or any other electronic system.
  - Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act or by or against a belligerent power, or terrorism or any person acting from a political motive, Clause 7i) shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or software programme in the launch and/or guidance system and/or firing mechanism of any weapon or missile.
- 8) Loss of or damage to your property directly caused by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
- 9) If at the time of loss there is other insurance in force this Insurance shall only respond to the extent that losses are not recoverable under the other insurance.
- 10) Loss of or damage to your property caused by or resulting from any act(s) of terrorism or any person(s) acting from a political motive.
- 11) Mechanical or electrical damage or derangement of any mechanical or electrical goods unless reasonably attributable to physical damage to such items from an insured peril or following fire, flood, damage to / collision or overturning of road vehicles or other conveyances in which the insured property is being carried.
- 12) This insurance shall be voidable in the event of misrepresentation, mis-description or non-disclosure in any material particular.
- 13) If the claim be in any respect fraudulent, or if any fraudulent means or devices be used by the Insured or any one claiming indemnity under this Insurance or any one acting on his or their behalf, to obtain any benefit under this insurance, or if any loss or damage be occasioned by the wilful act or with the connivance of the Insured, or any one claiming indemnity under this Insurance, all benefit under this Insurance will be forfeited.

### 18) CLAIMS PROCEDURE

If your goods become lost or damaged and you wish to make a claim on this insurance please send written notification to Basil Fry & Company, Claire House, Bridge Street, Leatherhead, Surrey, KT22 8BZ. Tel: +44(0)1372 385 985

Any claimant under this insurance shall at the request and at the expense of the Underwriters do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Underwriters for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which the Underwriters shall be or would become entitled or subrogated upon their paying for or making good any loss or damage under this insurance, whether such acts and things shall be or become necessary or required before or after his indemnification by the Underwriters.

### CUSTOMER ACKNOWLEDGEMENT

I acknowledge I have read and agree to the Insurance Cover contained within this document.