# SUMMARY OF INSURANCE COVER

Hamiltons

If you purchase the insurance arranged by the remover (herein referred to as "the Company") on your behalf for loss of or damage to your property the insurance conditions set out below will apply. Please note that irrespective of whether or not you purchase this insurance the liability of the Company for loss of or damage to your property is limited by their trading conditions which form part of their contract with you.

SUBJECT TO YOU GIVING THE COMPANY INSTRUCTIONS TO INSURE, they can arrange on your behalf insurance Underwritten 100% by certain Underwriters at Lloyd's to cover physical loss or damage to your property within their "Open Cover" insurance arrangements as summarised below. You may inspect the policy at their office on request

### TOTAL SUM INSURED

As declared to the Company on the acceptance form. Unless confirmed in writing by the Company prior to the move the sum insured shall not exceed:

- Household Removals & Storage: £250,000 any one customer
- Office/Commercial Removals: £250,000 any one vehicle load The sum insured can be increased on payment of an additional premium up to a maximum of £250,000 any one customer or vehicle load.

#### COVER

All Risks of physical loss or damage in transit or store anywhere in the United Kingdom, Northern Ireland, The Channel Islands, The Isle of Man, member States of the European Union, Scandinavia & Switzerland subject to exclusions overleaf.

This insurance is effective from the time your insured property is professionally packed and/or uplifted from your residence or business location for the commencement of the transit and continues, including storage, if any, until your insured property is professionally delivered to the final destination. If your property is professionally unpacked coverage is extended to cover the period of the professional unpacking provided this takes place within 7 days of delivery.

Cover in respect of Self Storage is limited to the following perils:

 Physical loss of or damage to your property caused by fire, lightning, explosion, earthquake, storm, flood, bursting &/or leaking pipes, ingress of water or other liquid substance, aircraft or articles dropped therefrom, moth, insect or vermin from an external cause, theft accompanied by forcible and violent entry to or exit from the storage facility, riot, strike, civil commotion, malicious damage, impact by vehicles of any kind.

For Self Storage this insurance is effective from the time your insured property is placed in to storage and ceases upon removal from storage – no cover applies during loading and unloading or during transit

#### UNDER-INSURANCE

It is a condition of the insurance that the sum insured represents the full total value of your property. If you fail to declare the full replacement value of your property, in the event of a claim you will only be entitled to recover from Insurers the proportion of the loss as the declared value bears to the total replacement value of your property.

#### **BASIS OF CLAIMS SETTLEMENT**

The settlement of any claim shall be by replacement, repair and/or compensation, taking into consideration at underwriters option the age, quality, degree of use and consequent market value. This policy is not "new for old".

#### Documents

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

#### **POLICY EXCESS**

Insurers will not pay the first GBP 50 of your claim.

#### PAIRS & SETS LIMITATION CLAUSE

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

#### **OWNER PACKED PROPERTY**

Loss of damage arising from the following is excluded:

Breakage, scratching, denting, chipping, staining and tearing unless directly caused by fire or collision or overturning of the transporting conveyance.

Missing items of cartons or packages unless an itemised valued list of contents of each carton or package is supplied by you to the Company prior to commencement of transit.

#### YOUR DUTY TO PROVIDE INFORMATION

It is your duty to take reasonable care to answer all questions honestly and to the best of your knowledge and commercial customers must make adequate enquiries within your business to identify and verify that information relevant to the insurance of your property is disclosed. If you do not, your insurance policy may be cancelled or treated as it if never existed or your claim may be rejected or not paid in full. It is important that all statements you make on all documents are full and accurate. Failure to accurately provide requested information could invalidate your insurance cover and mean that part or all of a claim may not be paid.

#### CONSUMER RIGHT TO CANCEL

Insurers have to give you certain information before you make your decision. If you have not been given this information when you buy your insurance (and you have not told the Company you do not want it) Insurers will allow you a "cooling off" prior of at least 14 days from the time you receive the information. If you do not want to continue with the insurance, you may cancel your cover within this period and receive all your money back (as long as you have not made any claims).

You have the right to cancel this insurance without penalty at any time PRIOR TO THE COMMENCEMENT OF THE INSURANCE. Once the insurance has commenced, your right to cancel ceases and you will be charged the full premium for the insurance.

#### CLAIMS NOTIFICATION

In the event of loss and/or damage that may give rise to a claim under this insurance, immediate notice must be given in writing to the Company. Unless a time extension has been requested by you, and agreed by the Company in writing, it is a general condition under this insurance that full details of any losses and/or damages for removals and storage must be notified within 7 days after delivery or, in the case of non-delivery, within 7 days from when your property would normally be delivered. For overseas removals and storage outside the United Kingdom the time limit is 30 days. These time limits apply whether or not your property has been unpacked. For Self Storage full details of any losses and/or damages the time of the discovery of the loss of or damage to your property or at the time of removal of your property from the store whichever is sooner.







#### CUSTOMER SERVICE AND COMPLAINTS

Insurers are dedicated to providing a high quality service and want t o ensure that this is maintained this at all times. If you feel you have not been offered a first class service please contact International Claims Agency Ltd (ICA) who will do their best to resolve the problem. ICA's contact details are:

International Claims Agency Ltd, Unit 10, Invicta Way, Manston Park, Ramsgate, Kent CT12 5FD United Kingdom Telephone: +44 (0)1843 823820 Fax: +44 (0)1843 823956 E-mail: claims@icaltd.co.uk

If ICA cannot resolve the situation you can then refer the matter to the Complaints Department at Lloyd's who may, in certain circumstances be able to review the matter. Their address is:

Complaints Department Lloyd's
One Lime Street
London EC3M 7HA
Tel No: 020 7327 5693
Fax No: 020 7327 5225
E-mail: complaints@Lloyds.com

In the event that the Complaints Department is unable to resolve your complaint it may in certain circumstances be possible for you to refer it to the Financial Ombudsman Service at: Exchange Tower Harbour Exchange Square London E14 9SR Tel No: 0800 023 4567 Email: complaint.info@financial-ombudsman.org.uk

**Financial Services Compensation Scheme** 

Lloyd's is covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the Scheme if we cannot meet our obligations to you under this contract. If you were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract. Further Information about the Scheme is available from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU) and on their website: www.fscs.org.uk

## **EXCLUSIONS**

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 store in a locked safe or strong room.
- Furs, perfumery, tobacco, cigars, cigarettes, wines, mobile phones and spirits. It is agreed, however, that cover will be provided for these items where they are part of a household or
  office removal or storage contract subject to a limit of GBP 10,000 any one customer, any one job.
- 3. Livestock, Explosives, Flammables
- 4. Any other property which you are not permitted to submit for removal and/or storage under the terms of the trading conditions of the Company.
- 5. Loss or damage caused by wear, tear, gradual deterioration (including the deterioration of contents of deep freeze units), inherent vice or latent defect.
- 6. Loss or damage caused by moth, insect or vermin unless from an external cause.
- 7. Loss or damage caused by leakage of liquid from a receptacle or container unless packed by the Company.
- 8. Mechanical or electrical damage or derangement of any mechanical or electrical items unless reasonably attributable to physical damage to such items from an external cause, or following fire, flood, collision or overturning of road vehicles or other conveyances.
- 9. Loss of data records other than cost of blank data carrying materials.
- 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 property by or under the order of any government or public or local authority. This exclusion shall not apply to overseas removals whilst your property is waterborne.
- 11. Loss or damage in respect of property in storage caused by or resulting from Acts of Terrorism or any person(s) acting from a political motive. This exclusion shall not apply to storage in the ordinary course of transit as more fully set out in the Termination of Transit Clause (Terrorism).
- 12. Ensuing or indirect losses resulting from or as a consequence of claims made for loss or damage to your property
- 13. Depreciation arising from repairs or restoration of a damaged item of property.
- 14. Loss or damage or liability or expense directly or indirectly caused by or contributed to, by, or arising from:
  - a. Ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
  - b. The radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or nuclear assembly or nuclear component thereof.
  - c. Any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
  - d. 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.
- 15. Loss or damage or expense directly, or indirectly, caused by or contributed to, by or arising from:
  - a. Any chemical, biological, bio-chemical or electromagnetic weapon.
  - b. The use or operation, as a means for inflicting harm, of any computer, computer system, computer software program, computer virus or process or other electronic system.
- 16. Loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
- 17. 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.



