

Terms, Conditions and Exclusions

This insurance indemnifies the Insured for physical loss, destruction or damage to the goods of the Insured occurring whilst the goods are in transit (including associated storage) subject to the terms, conditions and exclusions detailed within this document.

Definitions

The following expressions shall have the meanings set out below wherever they appear in these Terms and Conditions and or the Order Confirmation.

Insured - The person named in the Order Confirmation under the billing address details.

Transit - Any transit from, to or within the UK by air, sea or land including associated storage.

Goods/ Subject Matter Insured - Professionally packed household goods and personal effects or Owner packed household goods and personal effects.

Coverage

Physical Loss, Destruction or Damage - Subject to the Institute Cargo Clauses (B), Institute War and Strikes Clauses, Institute Classification Clause, Insolvency Exclusion Amendment Clause, Termination of Transit Clause (Terrorism), Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion, Institute Cyber Attack Exclusion Clause.

For the purpose of claims for general average contribution, jettison and salvage charges recoverable hereunder the subject matter insured shall be deemed to be insured for its full contributory value.

Exclusions

The Insured is not covered for:-

- i) Losses or accidental damage arising from breakage, scratching, denting, marring, staining, tearing, missing items or shortage from within the shipment.
- ii) Gradual deterioration, wear and tear, inherent vice, loss of data and any financial loss other than loss, destruction or damage to goods.
- iii) Loss or damage caused by atmospheric or climatic conditions, mould and or mildew vermin or moths.
- iv) Motor vehicles.
- v) Electrical, electronic, mechanical derangement and internal damage of electrical items.
- vi) Money or securities for money, negotiable instruments.
- vii) Jewellery.
- viii) Stamp or coin collections.
- ix) Any items exceeding GBP 2,500 in value not named on the Order of Confirmation.

Conditions

i) Valuation - The Goods (other than antiques and fine arts) must be valued at the new replacement cost at destination.

Any antiques and fine arts contained within the shipment should be valued at their current market value.

ii) Average - Failure to insure the goods for the correct value will result in your claim being limited to a proportion of the loss as the declared value bears to the correct value of the goods.

iii) Law - Unless the parties have agreed otherwise in writing any dispute concerning the interpretation of the policy shall be governed and construed in accordance with English Law and shall be resolved within the exclusive jurisdiction of the courts of England and Wales.

iv) Contract (Rights of Third Parties) Act 1999 Exclusion Clause (Cargo) - The provisions of the Contracts (Rights of Third Parties) Act 1999 do not apply to this insurance policy. This insurance does not confer any benefits on any third parties. No third party may enforce any terms of this insurance. This clause shall not affect the rights of the Insured.

v) Subrogation Clause - The Insurers shall be subrogated to the extent of their payment for losses insured hereunder to all the Insured's rights of recovery against any person or organisation excluding the Insured.

vi) Duration of Transit Clause - Other than in respect of the War Clauses coverage attaches from the time the goods are being professionally packed and/or picked up for the commencement of the transit and continues during the ordinary course of the transit, including any customary transshipment, until the insured property is professionally delivered to the final destination.

vii) Storage - Storage coverage is provided free of charge up to 30 days at origin and 30 days at destination if in an enclosed warehouse where such storage has been arranged by the remover as shown on the Order of Confirmation.

In consideration of an additional premium cover can be extended beyond the 30 days provided such request and premium are received prior to the expiration of the free storage period.

viii) Other Insurances - This insurance does not cover to the extent of any other insurance, whether prior or subsequent hereto in date and by whomsoever effected, directly or indirectly covering the same property covered and the Insurers shall be liable for loss or damage only for the excess value beyond the amount due from such other insurance.

ix) Claims Notification - Failure to comply with the following requirement will result in a claim being rejected and all benefit under this Policy will be lost unless such failure has not prejudiced the investigation, defence or mitigation of the claim:-

In the event of lost or damage which may give rise to a claim under this insurance:

a) the insured must take all measures under their control to minimise and loss, and

b) notification must be given as soon as possible in writing to Insurer's representatives no later than 7 days after completion of transit, being the date of delivery of your goods to residence.

x) Excess - There is NO excess in the event of a claim.

xi) Items valued in excess of GBP 2,500 - GBP 2,500 is the maximum amount that Insurers will pay for any single item which has not been declared to Insurers prior to shipment on the Quote Details section of the Insure-Your-Move website.

xii) Basis of Settlement - Where the damage can be economically repaired Insurers will pay the cost of repair. Where the damage cannot be economically repaired and the damaged or lost item can be replaced, Insurers will replace it. If a replacement is not available Insurers will replace it with an item of similar quality. Where Insurers are unable to economically repair or to replace an item with an item of similar quality, Insurers will agree a cash payment with the Insured on the replacement value.

Where Insurers can offer repair or replacement through a preferred supplier, but instead the Insured requests and Insurers agree to pay a cash settlement, then the amount will not normally exceed what Insurers would have paid their preferred supplier.

Insurers may require proof of ownership and/or value of any items claimed missing.

xiii) Depreciation - This insurance does not cover depreciation arising from inadequate or substandard repairs or restoration of a damaged item.

xiv) Pairs and Sets - In the event of loss or damage to any item or items forming part of a pair or set the claim shall be limited to the reduction in the value of the pair or set by reason of the loss or damage to the affected items having regard to the importance of the affected items within the pair or set. All the articles constituting the pair or set shall become the Insurers property in the event Insurers pay for the total loss of the entire pair or set.

xv) Packing and Transit Costs - If the Insured has selected this cover:-

Where Insurers settle a claim for a total loss of the entire consignment of goods insurers will in addition pay the packing and transportation costs of the insured transit up to a maximum of GBP 5,000

Where Insurers settle a claim for total loss of any item or items insurers will in addition pay the packing and transportation cost of replacement items up to a maximum of GBP 5,000

xvi) Cancellation - Insurers may cancel cover at any time by giving notice to that effect in writing by pre-paid letter to the billing address. The notice periods are i) 48 hours for risk covered by the Institute Strikes Clauses in respect of shipments to or from the USA and/or storage in the USA, ii) 7 days for risk covered by the Institute War and Strikes Clauses, iii) 30 days in other circumstances.

If the Insured decides not to proceed with the insurance, the Insured will have 14 days to cancel it starting on the date of the order confirmation was received but provided always that this is prior to commencement of Transit. To cancel, please contact Insure Your Move Limited. On receipt of notice, Insurers will rebate the full insurance premium except where transit has commenced and/or a valid claim has already been made or is intended to be made and/or an incident likely to give rise to a claim under this insurance has occurred.

(xvii) Complaints Procedure - If You believe that We have not delivered the service You expected We want to hear from You so that we can try to put things right. If You have cause for complaint You should initially contact the person who arranged the policy for You at the address shown on Your quotation or schedule, as appropriate. In the unlikely event that they are not able to resolve Your concerns, Your complaint will be referred to Our Customer Relations Team who will arrange for an investigation on behalf of Our Chief Executive.

If they cannot resolve the matter to Your satisfaction, they will provide You with Our final response so that You can, if You wish, refer the matter to the Financial Ombudsmen Service. This does not affect Your right to take legal action.