

## Customer Information

# Policy Summary for Removal & Storage Insurance

## UK/European

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If you purchase the insurance arranged by us on your behalf for loss or damage to your effects, or this insurance is included within the cost of your move, the insurance conditions set out below will apply. Please note that irrespective of whether you do or do not purchase this insurance, our liability for loss or damage to your effects is limited by our trading conditions, which forms part of our contract with you.

For your information this insurance has been arranged with Certain Underwriters at Lloyds of London and this document provides a summary of cover. It does not detail all of the benefits, exclusions or limitations. You should refer to the confirmation of insurance document for details of all the terms and conditions applicable.

### DEMANDS AND NEEDS STATEMENT

We have not provided you with a personal recommendation as to whether this insurance is suitable for your specific needs. If you do not have other insurance in place elsewhere which already covers this risk (for example, your Household insurance), this insurance product is designed to meet the demands and needs of those who wish to insure their goods against loss or damage whilst involved in a household removal or during storage by a removal firm.

### COVER

Your property is covered for the time it is placed into the care custody or control of the removal company until finally delivered to you, subject to your maintaining the insurance by payment of the required premiums for the full period of the removal and/or storage contract and subject to the terms, conditions and exclusions of the insurance.

Cover is provided for All Risks of physical loss or physical damage to your goods.

Cover is provided for All Risks of Physical Loss or Damage to **Goods in Transit** anywhere in Europe (including Scandinavia).

Cover is also provided for All Risks of Physical Loss or Damage to **Goods in Storage** at any storage location owned or operated by us and declared on our schedule of Insurance.

### SUM INSURED

As declared to us on the acceptance form. The sum insured shall not exceed £50,000, unless confirmed in writing by us. Where goods are placed in storage you are required to specify, in writing, the actual value of your goods placed in our care. **If you fail to provide a sum insured for your property in store, our maximum liability shall not exceed £5,000 in total.**

### BASIS OF CLAIMS SETTLEMENT

Insurers will take into consideration the age, quality, degree of use and consequent market value of items when calculating the settlement. Please note that no property shall be abandoned to insurers, but insurers reserve the right to claim appropriate salvage on any property which is the subject of a claim settlement under this policy.

### AVERAGE CLAUSE

If you fail to declare the full market value of your property on the acceptance form, you will only be entitled to recover from insurers the same proportion of the loss as the declared value bears to the actual value of your property in the event of a claim (Please refer to Clause 2 of the Confirmation of Removals Insurance)

### PAIRS & SETS CLAUSE

Where any insured item consists of items in a pair or set, this insurance will not pay more than the value of any particular part or parts which may be lost or damaged, without reference to any special value which such part or parts may have as part of a pair or set, nor more than a proportionate part of the insured value of the pair or set. (Please refer to Clause 3 of the Confirmation of Removals Insurance)

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### FRAUD

If the insured shall make any claim knowing the same to be false or fraudulent as regard to the amount or otherwise, **this insurance shall become void and all claims hereunder shall be forfeited.**

### CLAIM NOTIFICATION (INC. TIME LIMITS FOR CLAIM NOTIFICATION)

All claims arising from contracts of removals and/or storage within Great Britain/Europe must be notified to:-

Simpsons Removals & Storage Ltd. Blue Hawk House, A1 Manor Way Business Park, Manor Way, Swanscombe, Kent, DA10 0PP

**UK and European Removals and Storage Contracts:** Claims must be notified 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, whether unpacked or not. Overseas Removals and Storage Contracts, such claims must be notified to us within 15 days of delivery or in the case of non-delivery within 15 days from when the property would normally be delivered.

### EXCESS

We do not accept responsibility **for the first £150.00 of every claim** for loss or damage covered by this insurance. (Please refer to Clause 14 of the Confirmation of Removals Insurance). The £150.00 excess is as follows:

**Client Excess of £150.00**

### LAW APPLICABLE TO THIS CONTRACT

Updated Version: The rights and obligations of the parties under this policy shall be governed by English Law and the courts of England and Wales shall have exclusive jurisdiction to adjudicate any dispute.

### EXCLUSIONS

There are various exclusions under the standard policy terms and conditions (Please refer to Clause 12 of the Confirmation of Removals Insurance), amongst which are:

- A. Loss of or damage to cars or other motor vehicles (except motor cycles and mopeds or the like) and/or, boats and/or caravans unless carried within a closed vehicle, or within a trailer specifically constructed or adapted for the purpose, but including loading and unloading, and storage within a suitable building, where carried or stored as an incidental part of a domestic removal and/or storage contract.
- B. This policy shall not provide cover in respect of electrical and mechanical derangement unless shown to be as a result of physical external damage to the item concerned or as a result of fire, flood, collision, or overturning of road vehicles or other conveyances.
- C. Breakage, scratching, denting, chipping, staining and tearing of owner packed effects, including trunks, suitcases and the like unless reasonably attributable to physical damage to such items caused by collision or overturning of road vehicles or other conveyances. This policy shall also exclude claims for missing items unless a valued list of contents is supplied by the customer to the Insured prior to commencement of transit and such list approved for insurance.
- D. Loss or damage which occurs prior to collection or packing by the Insured or after delivery or unpacking by the Insured.
- E. Loss or damage to jewellery, watches, trinkets, precious stones, precious metals, coins, money, deeds, bonds, securities and stamps or collections of similar kind except whilst secured in a locked safe or strong room.

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- F. Loss or damage caused by wear and tear, gradual deterioration, warping or shrinkage, moth and/or vermin unless it can reasonably be demonstrated that such loss or damage arose as a result of the actions or failings of the Insured or his subcontractors, agents or servants.
- G. Any consequential loss.
- H. Loss or damage to refrigerated or frozen food and/or drink, plants, house plants, brittle objects, items with inherent defects howsoever caused and/or goods likely to encourage vermin or other pests or to cause infection.
- I. Prohibited or stolen goods, drugs, potentially dangerous, damaging or explosive items including gas bottles, aerosols, paints, firearms and ammunition.
- J. Animals and their cages or tanks including pets, birds or fish.
- K. Mysterious disappearance of customer goods in transit or in store unless evidence can be provided to prove beyond all reasonable doubt that the loss is solely attributable to the dishonesty or connivance of the Insured's employees.
- L. Radioactive contamination, Chemical, Biological, Bio-Chemical & Electromagnetic Weapons Exclusion
- M. Terrorism

#### **RIGHT TO CANCEL**

You have the right to cancel this insurance without penalty at any time prior to when the removal of your property begins. Once the goods are placed into store, your right to cancel ceases and you will be charged the full premium for the insurance up until when you are next due to pay a renewal premium as agreed with us (usually one month). You are then free to cancel this insurance at any time subject to 7 days notice. Your rights to cancel are set out in Clause 15 of the Confirmation of Insurance.

Furthermore we will allow you a period of 14 days from the time you receive the Confirmation of Insurance within which, if you decide that you do not want to continue the insurance, you may cancel your cover and get all your money back. (As long as the contract for removal and/or storage has not commenced and as long as you have not made any claims).

#### **DUTY OF DISCLOSURE**

It is your responsibility, as set out in Clause 17, to ensure that all material facts have been disclosed to us i.e. any facts which may affect the Insurer's view of the risk. If you are unsure of whether a fact which has not been detailed in the insurance proposal you have completed needs to be disclosed, it is recommended that details are provided to Insurers for consideration.

Please also ensure that all the information provided by you in your proposal is correct as these details will form the basis of the insurance contract between us. 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.

#### **COMPLAINTS PROCEDURE**

If you feel that the service provided to you in respect of the provision of this insurance has not been satisfactory please write and tell us and we will do our best to resolve the problem. Simpsons Removals & Storage Ltd. has in place a complaints handling procedure, should you require a copy, please telephone or write to us at Blue Hawk House, Al Manor Way Business Park, Manor Way, Swanscombe, Kent, DA10 0PP or by telephone: 01322 386969.

In the event that you remain dissatisfied and wish to make a complaint you can do so at any time by referring the matter to the Complaints Department at Lloyd's.

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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](mailto:complaints@lloyds.com)

Complaints that cannot be resolved by the Complaints Department may be referred to the Financial Ombudsman Service. Further details will be provided at the appropriate stage of the complaints process.

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