

Customer Protection Guidance Notes

Please read the Summary of Cover carefully before proceeding

Your Removal & Storage Company ('Removers') have arranged a Removers' & General policy with an Open Cover arrangement, which can extend to benefit you for the duration of any removal and/or storage they carry out on your behalf.

These guidance notes are for your assistance only and do not form part of the cover. The Summary of Cover contained herein contains the applicable terms, conditions and exclusions of the policy held by your Removers and forms the basis of the protection you will benefit from.

If you do not wish to benefit from this protection, any responsibility the Removers may have to you for loss or damage will be governed by their Trading Conditions which may limit both the circumstances and amounts available for compensation.

Who are the Insurers?

The Removers' and General policy is underwritten by Axa Corporate Solutions and Axa Corporate Solutions.

How do I benefit from the cover?

You are required to accept the appropriate option shown on the Remover's estimate or quotation form, check that you have inserted a correct valuation for your property and to pay all charges in full.

How do I value my Goods?

The cover is not "new for old" but on an indemnity basis which means that you must declare the value of your property for their current used value taking into account their condition and age. It is essential that you do not under value your property as the settlement of any claim may be reduced.

Please do not ask your Remover for guidance about your valuation. They are not valuers, and the responsibility for declaring the value is yours.

What am I protected for?

The Insurer will pay for any loss or damage, up to the value declared by you to the Removers, subject to the conditions and exclusions detailed herein.

Cover is in force while property is in the custody and control of the Remover for transit and/or storage, subject to you declaring the value of your effects to the Remover.

Are there any exclusions?

Yes. There is certain property that cannot be accepted for certain eventualities (perils) which are not covered. These exclusions and restrictions are listed overleaf and it is recommended that you familiarise yourself with these before proceeding.

Your attention is particularly drawn to the following exclusions and conditions, which are frequently misunderstood:-

- ➔ Other Exclusions G and H, which limit Insurer's liability for property which you pack yourself.
- ➔ Other Exclusion I, which excludes the unexplained failure of electrical, electronic or mechanical items unless they have also suffered external physical damage.
- ➔ The "Pairs and Sets" General Condition, which limits liability to the value of a damaged item without reference to its value within the pair or set of which it is part.
- ➔ Exclusion M – Deductible. Insurers are not responsible for the first £50.00 of any claim and this will be deducted from any claim amount.

What if I have a claim?

Claims must be notified to the Remover within seven days of delivery. Loss or damage noticed at the time of delivery should be notified at that time. If you arrange your own collection from store, any claim must be notified at the time of handling over.

If you need to submit a claim:

Your claim will be dealt with as quickly as possible. You can help by:

- ➔ Only claiming for items and loss or damage which is covered;
- ➔ Being realistic with the amounts you are claiming; and
- ➔ Submitting repair estimates/photographs of the damage with your claim form.

Your claim will be dealt with in accordance with the terms, conditions and exclusions of the cover, as outlined herein. If a deductible is shown in the conditions overleaf, it will be deducted from your claim settlement.

Customer Summary of Cover

This is a summary of the cover held by your Removal and Storage Company (Remover). You will only be able to claim if prior to the removal you have paid or agreed to pay the appropriate charges.

DURATION OF COVER

Cover is in force while property is in the custody and control of the Remover for transit and/or storage, subject to you declaring the value of your effects to the Remover.

BASIS OF SETTLEMENT

The Insurer will pay for any loss or damage, up to the value declared by you to the Remover, subject to the conditions and exclusions detailed herein. Cover is provided on an indemnity basis, meaning claim settlements will be limited to the current used value of the lost or damaged property after deduction for age, wear and tear.

Insurers may, at their option, opt to repair damaged items, replace items lost or damaged beyond economical repair, or make a liquidated damages payment in settlement of any claim.

Basis of settlement for Documents

The basis of claims settlement shall be limited to the physical cost of replacing the documents and reasonable costs of reprinting and/or reasonable costs of reissue and/or reconstitution including, where applicable, fresh research or exploration to obtain essential information.

EXCLUDED PROPERTY

Cover is not provided for:

- mobile phones;
- furs valued at over £100; jewellery; watches; precious stones; precious metals;
- money; deeds, bonds, securities; stamps, coins or goods or collections of any similar kind; manuscripts or other documents; wines and spirits;
- perfumery; tobacco products; foodstuffs; live animals; plants, trees and shrubs; perishable goods of any kind and /or those requiring a controlled environment; firearms and explosive items; drugs.

If your property is not made up of household goods and personal effects, office furniture and equipment or documents, a different set of Excluded Property applies. Please refer to your Remover for details.

OTHER EXCLUSIONS

- Where collection and delivery into storage is not handled by the Remover, theft and accidental damage are excluded unless as a direct result of violent and forcible entry or exit.
- Loss or damage caused by wear and tear, gradual deterioration inherent vice or latent defect.
- Loss or damage caused by vermin, moth, insects, damp, mould, mildew, rust or atmospheric or climatic causes.
- Damage resulting from goods being moved under your express instructions against the Remover's advice.
- Loss or damage caused by leakage of liquid from any receptacle or container.
- Any financial loss other than loss, destruction or damage to the property insured.
- Items not packed by the Remover unless they have been previously listed and disclosed to them by you. In the event of the loss of a container not packed by the Remover where the contents have not previously been listed and disclosed, Insurers will not pay more than £100 for its contents, or a lesser sum if its actual value is less.
- Loss of or damage to china, glassware and fragile items unless they have been both professionally packed and unpacked by the Remover or their subcontractor. In the event of an accident involving an owner packed container where damage would have occurred irrespective of the quality of the packing, then Insurer's liability is limited to £100 or its actual value whichever less is.
- Electrical, electronic or mechanical derangement to any electrical, electronic or mechanical items, unless external physical damage has occurred, or as a result of fire, derailment, collision or overturning of the conveying vessel, vehicle or aircraft. Any loss of or damage to electronic equipment resulting from configuration failure of the controlling software and/or microchip.
- Structural damage to system or flat pack furniture or any reduction in its quality, arising solely as the result of dismantling or reassembly.
- Loss of or damage to motor vehicles caused by scratching, denting and marring unless a pre-shipment condition report is completed prior to removal and/or storage and/or shipment. Excluding theft of accessories, personal effects and tool kits but including loss of accessories if factory fitted.
- Loss or damage to any motor vehicle(s) whilst being driven under its own power, other than for the purpose of loading onto or unloading from the carrying conveyance or container.

m. The first £50.00 of any claim (the Deductible).

GENERAL CONDITIONS

a. Claim Notification Period

Claims must be notified to the Remover within seven days of delivery. Loss or damage noticed at the time of delivery should be notified at that time. If you arrange your own collection from store, any claim must be notified at the time of handling over.

b. Undervaluation / Average

If the value declared by a you is less than the actual total value of your property at the time of loss, then the you will only be entitled to be claim that proportion of the loss which the value declared bears to the total value of your property.

c. Pairs and Sets

It is the intention to pay the actual value of individual items. It is not the intention to pay for items which are not affected. If, therefore, a claim is made for an item which is part of a pair or set, then Insurers will only pay the actual value of that item in isolation. The payment will be made without reference to any particular value the item might have acquired simply because it is part of a pair or set.

d. Insurers Rights

Subject to the appropriate claim settlement being reached, Insurers may at their option take over ownership of damaged property. No property may be abandoned to the Insurers.

e. Fraud

If your claim is fraudulent in any way, it will not be paid. Your cover will also be deemed to not have attached and no charges will be refunded.

f. Law

This cover is governed by the law of England and Wales and is subject to the exclusive jurisdiction of the Courts of England and Wales.

g. This cover is also subject to the following exclusions:-

- Confiscation, expropriation, deprivation, destruction or damage under the order of any Government, public or local authority.
- War
- Terrorism
- Sanction Limitation and Exclusion Clause
- Radioactive Contamination, Chemical, Biological, Biochemical and Electromagnetic Weapons Exclusion

Further details on these exclusions, including a full wording for each Clause, is available upon request. Please contact your Remover.

COMPLAINTS PROCEDURE

If you have any cause for complaint you should, in the first instance contact Removal Claims Service at the address below. If they are unable to resolve your complaint they will advise you of the organisation to contact to progress your complaint on to the next stage of the procedure.

Address: Removal Claims Service,
Swan House,
Swan Centre,
Leatherhead
Surrey,
KT22 8AH

Tel: 01372 385970

Email: info@removalclaims.co.uk.

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