

# TERMS AND CONDITIONS OF INSURANCE

These are the terms and conditions of Insurance provided by Royal and Sun Alliance (the Insurers), via Basil E Fry & Co Ltd (the Broker) and held by Simpsons Removals & Storage Ltd. In these Terms and Conditions, "we", "us" and "our" means Insurers.

## PROPERTY INSURED

Household Goods and Personal Effects and items of similar interest as declared on the Valuation Form.

## TRANSIT CLAUSE

From the time Simpsons Removals or their representatives take custody of the property insured until delivery at the destination named on the certificate including temporary storage in the ordinary course of transit of not more than 60 days after the arrival of the conveying vessel or aircraft. Subject to prior agreement and payment of an additional charge the period may be extended to cover property stored at a rental.

## INSURANCE COVER

The cover is for the total loss of complete cartons or packages as detailed on the Valuation Form or of the complete consignment.

## EXCLUSIONS

This insurance does not cover:

1. Loss or damage resulting from wear and tear, gradual deterioration, insects, moth, vermin, rust, mildew, climatic or atmospheric conditions or extremes of temperature, inherent vice or nature of the Property.
2. We will not pay for any losses that are not directly associated with the incident that caused you to claim.
3. Loss damage or expense attributable to wilful misconduct of the Insured.
4. Mechanical, electrical or electronic derangement unless caused by external physical damage to the item concerned.
5. Loss damage or expense proximately caused by delay absolutely.
6. Furs, Jewellery, Watches, Precious Stones and Metals, Money, Coins, Deeds, Bonds, Securities, Stamps of all kinds, Manuscripts or other Documents or Electronically held Data Records, Mobile Telephones, Perfumery, Tobacco Products, Foodstuffs, Wine, Spirits and the like, Firearms and Explosives, Livestock, Plants or Perishable Goods of any kind.
7. Loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and or fusion or other like reaction or radioactive force or matter.
8. Except where property is on an overseas vessel or aircraft, any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributing cause or event – war, invasion, act of foreign enemies, hostilities or a war like operation or operations (whether war be declared or not), civil war, revolution, rebellion, insurrection, or civil commotion, assuming the proportions or amounting to an uprising, military or usurped power or any hostile act by or against a belligerent power, capture, seizure, arrest, restraint or detention, derelict mines, torpedoes, bombs or other derelict weapons of war. We will not pay any claims for any action taken in controlling, preventing, suppressing or in any way relating to war.
9. Loss damage or expense caused by Terrorism or any person acting from a political motive whilst the Property insured is stored at a rental. We will not pay claims for any action taken in controlling, preventing, suppressing or in any way relating to Terrorism.
10. The first £50.00 of any claim (The Policy Excess)

## CONDITIONS

### INDEMNITY COVER

In the event of loss of or damage to property, the basis of settlement shall be the current used value of the lost or damaged property, after deduction for age, wear and tear.

### FULL VALUE CLAUSE

The values provided on the Valuation Form (or substitute document) must be the indemnity value at destination. If you fail to provide the indemnity values as described above you will only be entitled to recover from the insurers the proportion of the loss that the declared value bears to the full value of the property that was lost or damaged.

### PAIRS AND SETS CLAUSE

Where any lost or damaged property is part of a pair or set the insurers will only pay for the actual part or parts affected. A payment will not be made in respect of any undamaged parts.

### REPLACEMENT

The insurers may at their option replace any property lost or damaged or make a payment to the equivalent value not exceeding the indemnity value of the property covered. Duty on replacement parts will only be covered if duty is declared for insurance on the Valuation Form together with the shipping and packing costs. Insurers may require substantiation of ownership or value of any property lost or damaged. No property may be abandoned to the insurers.

### OTHER CLAUSES

This insurance is subject to the following:

**Radioactive contamination, chemical, biological, bio-chemical and electromagnetic weapons exclusion clause:**

This exclusion shall be paramount and shall override anything contained in this insurance inconsistent herewith: In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from: 1) ionising radiations from or contamination by radioactivity from any nuclear waste or from the combustion of nuclear fuel 2) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof, 3) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter. 4) 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. 5) any chemical, biological, biochemical, or electromagnetic weapon .

### Cyber attack exclusion clause:

a) Subject only to b) 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 of inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus, or process or any other electronic system. b) 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 by or against a belligerent power, or terrorism or any person acting from a political motive, clause a) shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software

programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

### Termination of Transit clause (Terrorism):

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith.

1. Notwithstanding any provision to the contrary contained in this Policy or the Clauses referred to therein, it is agreed that insofar as this Policy covers loss of or damage to the subject-matter insured caused by any terrorist or any person acting from a political motive, such cover is conditional upon the subject-matter insured being in the ordinary course of transit and, in any event, SHALL TERMINATE: either 1.1 as per the transit clauses contained within the Policy or 1.2 on delivery to the Consignee's or other final warehouse or place of storage at the destination named herein, 1.3 on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either for storage other than in the ordinary course of transit or for allocation or distribution, or 1.4 in respect of marine transits, on the expiry of 60 days after completion of discharge overseas of the goods hereby insured from the oversea vessel at the final port of discharge, 1.5 in respect of air transits on the expiry of 30 days after unloading the subject-matter insured from the aircraft at the final place of discharge, whichever shall first occur.

2. If this Policy or the Clauses referred to therein specifically provide cover for inland or other further transits following on from storage, or termination as provided for above, cover will re-attach, and continues during the ordinary course of that transit terminating again in accordance with Clause 1 of this Termination of Transit Clause (Terrorism).

3. This clause is subject to English law and practice.

### SANCTION LIMITATION and EXCLUSION CLAUSE

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition, or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

### E.U. DISCLOSURE CLAUSE (UK):

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

### CLAIMS NOTIFICATION TIME LIMIT

In the event of loss or damage which may give rise to a claim under this certificate immediate notice in writing should be given to the Insurer's Agents as detailed below. Detailed notification of claim must be made within 7 days of delivery, or scheduled delivery date in the event of non-delivery, to the destination. Any claims submitted after this period has elapsed may be jeopardised, time being of the essence.

### SUBMITTING CLAIMS

In the event that you need to make a claim immediate notification must be given to REMOVAL CLAIMS SERVICE (RCS) at the address below, where ever your final delivery is made. Whether you telephone, write or fax, please provide the following information:

1. Your name and address for correspondence
2. Your certificate number
3. The name of the international remover with whom your original contract was made.
4. As many details as possible of your claim. Claims documentation will be sent to you immediately. In the meantime you should attempt to obtain estimates where viable for necessary repairs or replacement. If you did not endorse the delivery documentation when receiving your goods you should also write to the final delivery agents advising them of the nature of damage or loss. If local representation is required by the Insurers arrangement will be made by RCS.

### COMPLAINTS PROCEDURE

We aim to provide you with a first class service. If we have not delivered the service that you expect or you are concerned with the service provided, we would like the opportunity to put things right.

Initially please raise your concerns with the Remover or Removal Claims Service. If your complaint is not resolved or you are not happy with our course of action proposed, you can progress your complaint to our Customer Relations Office who will conduct a separate investigation. This will be concluded with the issue of the company's final decision in writing. Customer relations contact details:-

RSA Customer Relations Team, P O Box 255, Wymondham, NR14 8DP

If you are still not satisfied Royal & Sun Alliance Insurance Plc is regulated by the Financial Conduct Authority whose arbitration service is the Insurance Division, Financial Ombudsman Service, and you may be able to refer your complaint to them. Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London, E14 9SR

Your rights as a customer to take legal action remain unaffected by the existence or use of any complaint procedure referred to above. However, the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced.