



# SUMMARY OF OUR INSURANCE COVER

If you purchase the insurance arranged by us on your behalf for loss of or damage to your effects the insurance conditions set out below will apply. Please note that irrespective of whether or not you purchase this insurance our liability for loss of or damage to your effects whilst in our care, custody or control is limited by our trading conditions which form part of our contract with you.

SUBJECT TO YOU GIVING US INSTRUCTIONS TO INSURE, we can arrange on your behalf insurance Underwritten by AXA Insurance UK plc to cover physical loss or damage to your property within our "Open Cover" insurance arrangements as summarised below. You may inspect the policy at our office on request. Please note, the cover provided by us is optional.

## TOTAL SUM INSURED

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

- Household Removals & Storage: GBP 50,000 for any one customer
- Office/Commercial Removals: GBP 50,000 for any one vehicle load

The sum insured can be increased on payment of an additional premium up to a maximum of GBP 250,000 for any one customer or vehicle load.

## INSURED PERILS

We agree to cover you for 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 occurring whilst your insurance is effective.

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:

- Actual 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 or exit, 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 effects. If you fail to declare the full replacement value of your effects, 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 at our discretion to either, replace, repair and/or compensate, 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

You are required to pay the first GBP 50 of each and every claim.

## PAIRS & SETS CLAUSE

Where any items 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.

## FAIR PRESENTATION OF RISK

You have a duty to make a fair presentation of the risk which you wish to insure. This applies prior to the start of your policy, if any variation is required during the policy period and prior to each renewal. If you do not comply with this condition, then

1. If the failure to make a fair presentation of the risk is deliberate or reckless we can elect to make your policy void and keep the premium. This means treating the policy as if it had not existed and that we will not return your premiums, or
2. If the failure to make a fair presentation of the risk is not deliberate or reckless and we would not have provided cover had you made a fair presentation, then we can elect to make your policy void and return your premium or
3. If the failure to make a fair presentation of the risk is not deliberate or reckless and we would have issued cover on different terms had you made a fair presentation of the risk then we can:
  - (a) reduce proportionately any amount paid or payable in respect of a claim under your policy using the following formula. We will divide the premium actually charged by the premium which we would have charged had you made a fair presentation and calculate this as a percentage. The same percentage figure will be applied to the full amount of the claim to arrive at the proportion of the claim to be paid or payable; and/or
  - (b) treat your policy as if it had included the different terms (other than payment of the premium) that we would have imposed had you made a fair presentation.
4. Where we elect to apply one of the above then
  - (a) if we elect to make your policy void, this will be from the start of the policy, or the date of variation or from the date of renewal.
  - (b) we will apply the formula calculated by reference to the premium that would have been charged to claims from the start of the policy, or the date of variation or from the date of renewal
  - (c) we will treat the policy as having different terms imposed from the start of the policy, or the date of variation or from the date of renewal depending on when the failure to make a fair presentation occurs.

## 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. You have the option to notify your claim directly to either the removal/self-storage company or the Insurer's claims handlers, contact details of which are provided below. 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. These time limits apply whether or not your property has been unpacked. For Self Storage full details of any losses and/or damages must be notified at 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.

## CANCELLATION

1. You may cancel your policy within 14 days of receiving your policy in the first policy period if for any reason you are dissatisfied or the policy does not meet your requirements.



2. You may cancel your policy at any time if the business is sold by you or you cease trading or you sell all the property insured shown in your schedule.
3. We can cancel your policy
  - (a) at any time by giving 30 days written notice to your last known address
  - (b) immediately, without giving you notice if the premium has not been paid to us.

Where your policy is cancelled in accordance with any of the above provisions, we will refund part of the premium paid, proportionate to the unexpired policy period following cancellation, provided that no claim has been paid or is outstanding in the current policy period. Cancellation of your policy will not affect any claims or rights you or we may have before the date of cancellation.

We do not have to offer renewal of your policy and cover will cease on the expiry date.

### MAKING A COMPLAINT

AXA Insurance aims to provide the highest standard of service to every customer. If our service does not meet your expectations, we want to hear about it so we can try to put things right.

All complaints we receive are taken seriously. Following the steps below will help us understand your concerns and give you a fair response.

#### How to make your complaint

The majority of complaints can be resolved quickly and satisfactorily by the department you are dealing with.

If your complaint relates to a claim on your policy, please contact the department dealing with your claim. If your complaint relates to anything else please contact the agent or AXA office where your policy was purchased.

Telephone contact is often the most effective way to resolve complaints quickly.

Alternatively you can write to us at

AXA Insurance Commercial complaints

AXA House

4 Parklands

Lostock

Bolton

BL6 4SD

Tel: 01204 815359

Email: [commercial.complaints@axa-insurance.co.uk](mailto:commercial.complaints@axa-insurance.co.uk)

When you make contact please tell us the following information:

- Name, address and postcode, telephone number and e-mail address (if you have one).
- Your policy and/or claim number, and the type of policy you hold.
- The name of your insurance agent/firm(if applicable).
- The reason for your complaint.

Any written correspondence should be headed 'COMPLAINT' and you may include copies of supporting material.

#### Beyond AXA

Should you remain dissatisfied following our final written response, you may be eligible to refer your case to the Financial Ombudsman Service (FOS).

The FOS is an independent body that arbitrates on complaints about general insurance products. The FOS can only consider your complaint if we have given you our final decision.

You have six months from the date of our final response to refer your complaint to the FOS.

This does not affect your right to take legal action.

Financial Ombudsman Service

Exchange Tower

Harbour Exchange Square

London

E14 9SR

Tel: 0800 023 4567\*

Tel: 0300 123 9123\*\*

Fax: 020 7964 1001

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Web: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Our promise to you

We will

- Acknowledge written complaints promptly.
  - Investigate your complaint quickly and thoroughly.
  - Keep you informed of progress of your complaint.
  - Do everything possible to resolve your complaint.
  - Learn from our mistakes.
  - Use the information from complaints to continuously improve our service.
- Telephone calls may be recorded and monitored.

### FINANCIAL SERVICES COMPENSATION SCHEME

AXA Insurance UK plc are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme in the unlikely event we cannot meet our obligations to you. This depends on the type of insurance, size of the business and the circumstances of the claim. Further information about the compensation scheme arrangements is available from the FSCS ([www.fscs.org.uk](http://www.fscs.org.uk)).

The European Commission has also provided an Online Dispute Resolution Service for logging complaints. To use this service please go to: <http://ec.europa.eu/odr>

### FRAUD

If you, or anyone acting for you, makes a fraudulent claim, for example a loss which is fraudulently caused and/or exaggerated and/or supported by a fraudulent statement or other device, the Insurers:

- (a) will not be liable to pay the claim; and
- (b) may recover from you any sums paid by the Insurers to you in respect of the claim; and
- (c) may by notice to you treat this policy as having been terminated with effect from the time of the fraudulent act.

If we exercise our right under (c) above:

- (i) the Insurers shall not be liable to you in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to the Insurers liability under this policy (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and
- (ii) the Insurers need not return any of the premium paid.

### SANCTIONS

This contract of insurance is subject to sanction, prohibition or restriction under United Nations resolutions. It is a condition of your policy that we will not provide cover, or pay any claim or provide any benefit under your policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose us, or our parent, subsidiary or any AXA group member company, to any trade or economic sanctions, or violate any laws or regulations of the United Kingdom, the European Union, the United States of America or any other territory.

### ACCESSIBILITY

Upon request this policy can be provided in Braille, audio or large print versions of the policy and the associated documentation. If you require an alternative format you should contact your broker through whom this policy was arranged.



## Privacy Notice

### (How information about you will be used)

#### What information we collect about you:

When you contact us for an insurance quotation we collect the relevant information needed by an insurer to calculate the premium and understand your insurance needs. We collect this information during our meetings and /or telephone conversations with you and through the completion of proposal forms and fact finds.

#### How your information will be used:

Information provided by you may be put onto a register of claims and shared with other insurers to prevent fraudulent claims.

We will retain any information we have collected about you for up to 6 years after our professional relationship has terminated however, data held electronically may be retained for longer.

#### Your rights of access to your data:

You have a right to obtain a copy of the personal information that we hold about you. If you believe that any information held is incorrect or incomplete, you should contact us. Any information that is found to be incorrect or incomplete will be amended promptly.

You also have a right to "be forgotten", this means you can ask for the information which we hold about you to be deleted from our records but this will mean that we will be unable to continue to handle your insurance arrangements.

AXA Insurance UK plc is part of the AXA Group of companies which takes your privacy very seriously. For details of how we use the personal information we collect from you and your rights please view our privacy policy at [www.axa.co.uk/privacy-policy/](http://www.axa.co.uk/privacy-policy/). If you do not have access to the internet please contact us and we will send you a printed copy.

#### THIRD PARTY RIGHTS

A person who is not a party to this contract of insurance has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract of insurance but this does not affect any right or remedy of a third party that exists or is available apart from that Act.



## EXCLUSIONS

The following exclusions apply to the cover as a whole.

The Insurers do not provide cover for any of 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.
2. 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 £10,000 any one customer, any one job.
3. Livestock, Plants, Explosives, Flammables
4. Any other goods which you are not permitted to submit for removal and/or storage under the terms of our trading conditions
5. Loss, destruction or damage caused by or consisting of
  - (a) corrosion, rust, wet or dry rot, shrinkage, evaporation, loss of weight, dampness, dryness, marring, scratching, vermin or insects
  - (b) change in temperature, colour, flavour, texture or finish
  - (c) joint leakage, failure of welds, cracking, fracturing, collapse or overheating of boilers, economisers, superheaters, pressure vessels or any range of steam and feed piping connected to them
  - (d) mechanical or electrical breakdown or derangement for the particular machine, apparatus or equipment where the breakdown or derangement originates
6. Loss, destruction or damage caused by pollution or contamination unless the accidental loss, destruction or damage is caused by
  - (i) pollution or contamination which itself results from a defined peril provided that peril is covered by this section
  - (ii) any defined peril provided that peril is covered by this section, which itself results from pollution or contamination.
7. Loss or damage caused by leakage of liquid from a receptacle or container unless packed by the Remover.
8. Mechanical or electrical damage or derangement of any mechanical or electrical goods 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.
10. Any consequence of war, invasion, act of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power confiscation, nationalization, requisition, or destruction or damage to property by or under the order of any government or public or local authority.
11. Loss, damage, cost or expense of any nature directly or indirectly caused by, resulting from or in connection with
  - (1). In England, Scotland, Wales, the Channel Islands and the Isle of Man
    - (a) any act of Terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to the loss
    - (b) any action taken in controlling, preventing, suppressing or in any way relating to any act of Terrorism.
  - (2) In Northern Ireland
    - (a) any act of Terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to the loss

- (b) any action taken in controlling, preventing, suppressing or in any way relating to any act of Terrorism
- (c) riot, civil commotion and (except for accidental loss destruction or damage or interruption to the business caused by fire or explosion) strikers, locked out workers or persons taking part in labour disturbances or malicious persons.

If any of the points above are found to be invalid or unenforceable, the remainder of the points shall remain in full force and effect.

In any action, lawsuit or other proceedings or where we state that any loss, damage, cost or expense is not covered by this section it will be your responsibility to prove that they are covered.

"TERRORISM" means:

In England, Scotland and Wales: Acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty's Government in the United Kingdom or any other government de jure or de facto.

In Northern Ireland: An act including but not limited to the use of force or violence and or threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and or put the public or any section of the public in fear.

In the Channel Islands and the Isle of Man: An act of any person(s) acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of any government de jure or de facto.

12. Ensuing or indirect losses resulting from or as a consequence of claims made for loss or damage arising from an Insured Peril
13. Depreciation following repair or restoration of a damaged item.
14. Loss or damage, or any other loss or expense resulting or arising from damage to any property, or any consequential loss directly or indirectly caused by or contributed to by or arising from
  - (1) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - (2) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of that assembly.
15. Loss or damage or expense directly, or indirectly, caused by or contributed to, by or arising from:-
  - (a) Any chemical, biological 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. Loss of or damage to owner packed property arising from the following:
  - (a) Breakage, scratching, denting, chipping, staining and tearing unless directly caused by fire or collision or overturning of the transporting conveyance.
  - (b) 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.
18. Loss or damage resulting from any work undertaken against the professional advice of the removal crew