THE CLAUSES

This insurance will indemnify the Insured Customer of the Removal Company in respect of all risks of physical loss destruction or damage to the property of the Insured subject to the details specified in the Schedule and the terms, conditions and exclusions detailed in the Clauses as follows.

1) INSURER

Underwritten by Amica for AXA Versicherung AG and Others

2) INSURED PERILS

Full All Risks Cover' – Goods Professionally packed by Williams and Hill &/or their agents

All Risks of physical loss or damage subject to the version of the following London Institute Clauses current at the time of commencement of transit:
Institute Cargo Clauses (A), and the War Clauses, Strikes Clauses, Termination of Transit Clause (Terrorism), Classification Clause, Insolvency Exclusion Amendment Clause, Radioactive Contamination, Chemical, Biological, Bio-Chemical, Electromagnetic Weapons Exclusion Clause and Cyber Attack Exclusion Clause.
For the purposes of general average contribution and salvage charges recoverable hereunder, the effects insured shall be deemed to be insured for their full contributory value.
Cover is extended to include Depreciation and Pairs and Sets Cover as detailed below:

Pairs and Sets Clause

Pairs and Sets clause as detailed under point 7 of this wording is deleted and cover is provided as follows:
In the event of loss or damage recoverable to any item or items forming part of a pair or set, the indemnity afforded by this policy shall be limited to the reasonable and fair reduction in value of the pair or set by reason of the loss or damage to the affected item or items having regard to the importance of the affected items within the pair or set. All the articles constituting the pair or set shall, at Underwriters' option, become their property in the event that the Underwriters agree to pay the total loss of the pair or entire set.

Depreciation Additional Cover Clause

Cover includes pecuniary loss caused by depreciation following an insured loss. The parameters and conditions of cover are noted below.
Underwriters agree, notwithstanding the provisions of the Pairs and Sets Clauses contained herein to pay claims for proven or agreed depreciation following recoverable claims for partial loss or damage to consignments insured hereunder.
For the avoidance of doubt it is noted and agreed that in any event, Underwriters liability for any item insured hereunder shall not exceed the declared sum insured of the item or, failing a declared sum insured at the time of loss/damage a sum insured to be calculated using the basis of valuation in the policy. However, it is noted and agreed that if depreciation of an insured item (including items comprising a pair or set and shipped and insured as a pair or set) following repair or partial loss, as established by an independent valuer, is more than 60% of the value of the item then the item will be considered a constructive total loss.
In the event of an insured item being declared a constructive total loss, Underwriters liability for any item insured hereunder shall not exceed the declared sum insured of the item or, failing a declared sum insured at the time of loss/damage, a sum insured to be calculated using the basis of valuation in the policy.
Following payment of a constructive total loss the item subject of the claim will become the property of the Underwriters to dispose of as they see fit.

OR

Owner Packed Cover - Goods packed by a third party

Coverage is as per 'full all risks cover' but does not include Pair and Sets cover and Depreciation. Cover is further limited to exclude: Breakage, scratching, denting, chipping, staining and tearing of owner packed effects unless directly caused by fire, stranding, sinking or collision of the vessel or collision or overturn of transporting land conveyance. Also excluding claims for missing items of owner packed cartons or packages unless an itemised valued list of contents of each carton or package is supplied by the owner prior to commencement of transit.

OR

Restricted Conditions

Cover is subject to the Institute Cargo Clauses (B), and the War Clauses, Strikes Clauses, Termination of Transit Clause (Terrorism), Classification Clause, Insolvency Exclusion Amendment Clause, Radioactive Contamination, Chemical, Biological, Bio-Chemical, Electromagnetic Weapons Exclusion Clause and Cyber Attack Exclusion Clause.

3) POLICY EXTENSION

Exhibition Risks

This policy can be extended to include transits to and from exhibition sites. Coverage will continue after arrival, in respect of loss or damage arising from:

a) fire, lightening, explosion and earthquake
b) storm, flood and tempest
c) burglary, housebreaking, theft or any attempt there at
d) any accidental cause

whilst the goods insured remain on exhibition site during unpacking, assembly, awaiting and on exhibition, dismantling and repacking until lifted for removal from the exhibition site.
In the event of the goods insured remaining on exhibition site in excess of Thirty (30) days, from and including date of arrival, the Assured will pay additional premium at rates to be arranged.

Notwithstanding anything to the contrary which may be contained therein, Underwriters will not in any circumstances be liable for:

a) loss or damage caused by theft or attempted theft from inadequately secured site
b) loss or damage caused by war, including civil war
c) wear and tear, depreciation (not arising from an insured risk), gradual deterioration or inherent vice
d) loss or damage caused by vermin, weevil, mildew, mould, heating and frost
e) loss of life and/or personal injury and/or damage to other goods, other third party risks or indirect and consequential losses
f) loss or damage arising from latent defect, or arising from faulty assembly or construction
g) loss or damage resulting directly from mechanical, electrical or manual operation of the goods insured for demonstration or other purposes
h) loss or damage during transit following the exhibition unless properly packed to no lesser standard than the outward journey the excess applicable to the outward and return shipments shall also apply to losses occurring at the exhibition site.

4) PROPERTY INSURED

Commercial Moves, Household Goods and Personal Effects, Antiques, Fine Arts, Glass, Marble, Porcelain, Pottery and other Fragile items, Woodware, Stoneware, Granite, Bronzes, Automobiles, Boats Motorcycles, Campers and Trailers as declared and valued on this and supporting Documents.

5) VALUATION CLAUSE

The household goods and personal effects insured must be valued at the replacement cost at destination as supported by a complete valued inventory.
Alternatively you may indicate a lump sum value but this must not be less than GBP 1,800 per cubic metre. Any item valued in excess of GBP1,000 must still be listed and declared on the valued inventory and is in addition to the minimum suggested value of GBP1,800 per cubic metre calculation basis.
Antiques and fine art, automobiles, campers, boats, motorcycles and trailers must be valued at their replacement cost at destination taking into account costs of duties, shipping and carriage charges.

6) 100% CO-INSURANCE CLAUSE

If you fail to insure for the full replacement value of goods at destination, you will only be entitled to recover from Underwriters the proportion of the loss as the declared value bears to the total value of the property you shipped.

7) PAIRS & SETS

Where any item is part of a pair or set Underwriters will only pay for the actual items which are lost or damaged. No payment will be made by Underwriters for any items which are part of a pair or of a set and which are not lost or damaged.

8) RIGHT TO CANCEL

You have the right to cancel this insurance without penalty at any time PRIOR TO THE COMMENCEMENT OF THE INSURANCE. Once the insurance has commenced, your right to cancel ceases and you will be charged the full premium for the insurance.
Under the Private Customer Code, we have to give you certain information before you make your decision. If we have not given you this information when you buy your insurance (and you have not told us you do not want it) we will allow you a “cooling off” period of at least 14 days from the time you receive the information. If you do not want to continue the insurance, you may cancel your cover within this period and get all your money back (as long as you have not made any claims).

9) BASIS OF CLAIMS SETTLEMENT

Underwriters shall be entitled at their option to repair or replace any article lost or damaged (whether wholly or in part) or to pay cash not exceeding the insured value thereof. Underwriters may require proof of ownership, and/or value of any items claimed missing.

10) POLICY EXCESS

GBP 250 each and every loss

11) PAYMENT OF PREMIUMS

Insurers shall only be liable to settle a claim recoverable under the terms of this insurance provided the Mover (the Agent) confirms that insurance premiums have been received by the Mover (the Agent). In the event that the Mover (the Agent) advises premiums are outstanding, Insurers will settle a valid claim once premiums have been paid.

12) DURATION OF COVER

Other than in respect of the War Clauses contained herein coverage attached from the time the household goods and personal effects and/or automobile and/or other approved items are being professionally packed and picked up at the residence or business location of the insured for the commencement of the transit and continues during the ordinary course of transit, including customary transhipment, if any, until the insured property is professionally delivered to the final destination. Coverage is extended to include transits to and from the premises of Cleaners, Repairers or Restorers where such transit is a direct result of loss or damage otherwise covered by this policy. If the good are professionally unpacked coverage is extended to cover the period of professional unpacking provided this takes place within 14 days of delivery. Storage coverage for up to 60 days at origin and 60 days at destination is included if in an enclosed warehouse, excluding any self storage facility, without any additional charge. In consideration of an additional premium Underwriters agree to extend storage coverage on a monthly basis provided your request and premium are received before the expiration of the included storage. In respect of the War Clauses, transits shall be covered as specified therein.

13) TIME LIMIT FOR CLAIMS NOTIFICATION

In the event of loss or damage which may give rise to a claim under this Insurance, immediate notice must be given in writing to Underwriters’ representatives. It is a condition precedent to Underwriters liability under this insurance that full details of any losses and/or damages incurred must be notified within 30 days after delivery or 30 days after scheduled delivery in the event of non-delivery. Further it is understood that presentation of claim in its entirety after notice will be in a timely fashion not to exceed 60 days from the time of such notice.

14) OPTIONAL COVERAGE EXTENSIONS

MOULD AND MILDEW RISKS (Excluding Goods in Permanent Storage)

To include loss or damage to the interest insured, howsoever arising, subject to the goods being professionally packed. Underwriter's maximum liability shall not exceed 75% of the sum insured for any one consignment. This limitation shall not apply to claims arising from external water damage.

ELECTRICAL AND MECHANICAL DERANGEMENT (Excluding Automobiles)

To include loss or damage to the interest insured which is caused by electronic and/or electrical and/or mechanical derangement, provided the interest insured does not exceed six years old. Subject to the goods being professionally packed.

MOVING COSTS

In the event of loss or damage resulting in the non-delivery of your entire consignment Underwriters agree to provide full reimbursement of moving charges paid if insured under this policy.

INSURANCE COSTS

In the event of loss or damage resulting in the non-delivery of your entire consignment Underwriters agree to provide full reimbursement of insurance charges paid if insured under this policy.

15) CHOICE OF LAW AND JURISDICTION

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

16) SUBROGATION CLAUSE

The Underwriters 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, excepting the freight forwarder or mover who issued this document.

17) OTHER INSURANCE

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 and the Underwriters shall be liable for loss or damage only for the excess value beyond the amount due from such other insurance.

18) YOUR DUTY TO PROVIDE INFORMATION

It is your duty to take reasonable care to answer all questions honestly and to the best of your knowledge and commercial customers must make adequate enquiries within your business to identify and verify that information relevant to the insurance of your property is disclosed. If you do not, your insurance policy may be cancelled or treated as it if never existed or your claim may be rejected or not paid in full. It is important that all statements you make on all documents are full and accurate. Failure to accurately provide requested information could invalidate your insurance cover and mean that part or all of a claim may not be paid.

19) PROPERTY COVERED SUBJECT TO SPECIFIED LIMITATIONS

Unless agreed otherwise in writing by us, the following limitations apply: -
1) Jewellery and furs unless declared and valued but subject to a limit of £3,500 any one transit.

20) EXCLUDED PROPERTY

No cover is provided for the following;
2) Money and securities.

21) EXCLUDED CAUSES

1) Loss or damage caused by gradual deterioration, wear and tear, atmospheric or climatic conditions (see optional coverage), inherent vice, vermin, moth damage, consequential loss and loss of data.

2) Depreciation arising from inadequate or substandard repairs or restoration of a damaged item.

3) Loss of or damage to an automobile while being driven under its own power except while on premises of the port or while being driven by an authorised driver who is an employee of the freight forwarder or his agent in direct furtherance of the transit.

4) Loss or damage caused by scratching, denting or marring of automobiles unless the forwarder and the owner both agree and sign a "certificate of condition" or similar document stating the condition of the automobile prior to shipment, noting all defects. Non-factory installed accessories not specifically declared and valued for insurance. Goods packed in autos.

5) Loss of or damage to your property directly caused by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

6) Electrical, electronic, mechanical derangement and internal damage of electrical items unless there is evidence of external damage to the Insured item or its packing (see optional coverage).

7) This insurance shall be voidable in the event of misrepresentation, mis-description or non-disclosure in any material particular.

8) If the claim be in any respect fraudulent, or if any fraudulent means or devices be used by the Insured or any one claiming indemnity under this Insurance or any one acting on his or their behalf, to obtain any benefit under this insurance, or if any loss or damage be occasioned by the wilful act or with the connivance of the Insured, or any one claiming indemnity under this Insurance, all benefit under this Insurance will be forfeited.

9) Ensuing or indirect losses resulting from or as a consequence of claims made for loss or damage arising from an insured peril

10) Other exclusions as detailed in the Addendum Clauses in this policy.

22) CLAIMS PROCEDURE

If your goods become lost or damaged and you wish to make a claim on this insurance please notify: International Claims Agency Ltd (ICA)
ICA's contact details are:

International Claims Agency Ltd,
Unit 10, Invicta Way,
Manston Park,
Ramsgate, Kent CT12 5FD United Kingdom

Telephone: +44 (0)1843 823820
Fax: +44 (0)1843 823956
E-mail: claims@icaltd.co.uk

Any claimant under this insurance shall at the request and at the expense of the Underwriters do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Underwriters for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which the Underwriters shall be or would become entitled or subrogated upon their paying for or making good any loss or damage under this insurance, whether such acts and things shall be or become necessary or required before or after his indemnification by the Underwriters.

23) CUSTOMER SERVICE AND COMPLAINTS

Insurers are dedicated to providing a high quality service and want to ensure that this is maintained this at all times. If you feel you have not been offered a first class service please contact International Claims Agency Ltd (ICA) who will do their best to resolve the problem.
ICA's contact details are:

International Claims Agency Ltd,
Unit 10, Invicta Way,
Manston Park,
Ramsgate,
Kent
CT12 5FD
United Kingdom

Telephone: +44 (0)1843 823820
Fax: +44 (0)1843 823956
E-mail: claims@icaltd.co.uk

In the event that ICA's Complaints Department is unable to resolve your complaint it may in certain circumstances be possible for you to refer it to the Financial Ombudsman Service at:
Exchange Tower
Harbour Exchange Square
London E14 9SR
Tel No: 0800 023 4567
Email: complaint.info@financial-ombudsman.org.uk

Financial Services Compensation Scheme
Insurers are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the Scheme if we cannot meet our obligations to you under this contract. If you were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract. Further Information about the Scheme is available from the Financial Services Compensation Scheme (10th Floor Beaufort House, 15 St Botolph Street, London, EC3A 7QU) and on their website: www.fscs.org.uk

APPLICABLE OVERSEAS REMOVAL CLAUSES

1. INSTITUTE CARGO CLAUSES (A)
2. INSTITUTE CARGO CLAUSES (B)
3. INSTITUTE WAR CLAUSES
4. INSTITUTE STRIKES CLAUSES
5. TERMINATION OF TRANSIT CLAUSE (TERRORISM)
6. INSTITUTE CLASSIFICATION CLAUSE
7. INSOLVENCY EXCLUSION AMENDMENT CLAUSE (J.C.93)
8. RADIOACTIVE CONTAMINATION,CHEMICAL, BIOLOGICAL, BIO-CHEMICAL, ELECTROMAGNETIC WEAPONS EXCLUSION CLAUSE
9. CYBER ATTACK EXCLUSION CLAUSE
10. SANCTION LIMITATION AND EXCLUSION CLAUSE