

Conditions of Insurance

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1. UK & EUROPEAN REMOVALS BY ROAD

COVER

For the purpose of Section 1, the Insured shall be the customer, and the Contractor shall be the Client of the Insurance Broker.

Subject to Specialist Insurance Brokers having received specific instructions to insure from the Customer, this Insurance shall indemnify the customer for:

"All Risks" of Physical Loss, destruction or damage to the property as per Institute Cargo Clauses (A) and Institute Strikes Clauses (Cargo) as applicable other than hereinafter excepted.

This insurance also affords cover for the risks of dismantling, loading, unloading, assembly and erection on site of items comprising of but not limited to machinery, works of art and antiques including statuary pieces subject to full policy conditions as stated more fully herein.

Subject also to the exceptions, clauses and conditions contained herein.

In respect of Overseas Removals, Institute Cargo Clauses (A), Institute War Clauses (Cargo), Institute Strikes Clauses (Cargo), will apply in addition to the other exceptions, clauses and conditions contained herein.

For the purposes of claims for General Average contributions and Salvage charges recoverable hereunder the subject matter insured shall be deemed to be insured for its full contributory value.

PROPERTY

This shall mean the "customers" property of every description, for which the Contractor has received specific instructions to handle.

TERRITORIAL LIMITS

United Kingdom, Northern Ireland, Channel Islands, Isle of Man, EEU when wholly by Road Transportation.

DURATION

From the time of taking up until finally delivered in accordance with the terms of the contract between the Contractor and the Customer. In transit between any address or in any depository, store or warehouse or whilst at the premises of or in transit to and from the premises of carpet cleaners, repairers or restorers within the territorial limits above.

In respect of **removal** risks this insurance is only to pay for loss or damage where the commencement of transit took place during the currency of this insurance.

In respect of **storage** risks this insurance is only to pay for loss or damage discovered during the period of this insurance.

PRINCIPLE EXCLUSIONS

- 1) Livestock.
- 2) Jewellery, watches, precious stones, money, coins, deeds, bonds, securities and stamps of all kinds except whilst in store in locked safe(s), strong room(s)
- 3) Furs, perfumery, tobacco, cigars, cigarettes, wines, spirits and the like, explosives, except whilst carried or stored in the course of a household or office removal.
- 4) System or Kit Furniture.
- 5) Loss and/or damage caused by wear, tear, gradual deterioration (including the deterioration of contents of deep freeze units), moth, insect and/or vermin, damp, mildew, rust, climatic or atmospheric causes, inherent vice and latent defect or the leakage of liquid from any receptacle or container. (In respect of leakage of liquid, this exclusion shall not apply if packed by the remover).
- 6) Mechanical or electrical damage or derangement 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.
- 7) Loss of data records other than cost of blank data carrying materials.
- 8) Breakage, scratching, denting, chipping, bruising, staining, tearing and marring to "owner packed" goods, including trunks, suitcases and the like. Also excluding claims for missing items unless a valued list of contents is supplied by the owner to the Remover prior to commencement of transit, and such list approved for insurance.
- 9) Claims for consequential loss of any kind or description.
- 10) Excluding claims for confiscation or seizure of goods by Customs or Government Agencies.
- 11) Loss and/or damage caused by latent defect and manual, mechanical and/or electrical operation of the insured property.
- 12) Theft or pilferage at site during unloading, assembly and/or erection unless following visible signs of forcible and violent entry into and/or exit from the premise.
- 13) Loss of life and/or personal injury and/or damage to other property, other third

party risks or indirect and consequential losses.

CONTINENTAL REMOVALS (In addition and in respect of)

Institute Cargo Clauses (A) and/or (Air)
Institute War Clauses (Cargo) and/or (Air Cargo)
Institute Strikes Clauses (Cargo) and/or (Air Cargo)
All applicable to the Mode of Transit

Institute Extended Radioactive Contamination Exclusion Clause
Institute Chemical, Biological, Bio-Chemical, Electromagnetic Weapons & Cyber Attack Exclusion Clause.
Termination of Transit Clause (Terrorism)
General Average and Salvage Clause:
Contribution to General Average & Salvage Charges recoverable hereunder are payable in full irrespective of Insured Value. General Average Deposits recoverable hereunder shall be payable on production of the relevant Deposit Receipts.

For full terms and other conditions to be read in conjunction with those stated above please refer to the International Removals section.

2. INTERNATIONAL REMOVALS

Subject to all conditions, exclusions and exceptions contained herein but in addition:-

PROPERTY

This shall mean the "customers" property of every description, for which the Contractor has received specific instructions to handle.

DURATION

From the time of taking up until finally delivered in accordance with the terms of the contract between the Contractor and the Customer but subject always to the Duration Clause contained in the Institute Cargo Clauses (A) and/or Institute Cargo Clauses (Air Cargo).

VOYAGES COVERED

United Kingdom to World but excluding Internal Removals UK and European Removals by Road for which see SECTION 1 and the following Countries unless agreed by Specialist Insurance Brokers Limited prior to shipment:

Afghanistan, Angola, Armenia, Azerbaijan, Belarus, Burundi*, Cambodia*, Colombia, DR Congo*(formerly Zaire), Eritrea, Ethiopia*, Georgia, Guinea-Bissau, Haiti, Iraq, Kazakhstan, Kyrgyzstan, Lebanon (other than Tripoli & Beirut), Liberia*, FYR Macedonia, Malawi, Republic of Moldova, Nigeria*, Paraguay, Russian Federation, Rwanda*, Serbia & Montenegro, Sierra Leone*, Somalia*, Sudan*, Syrian Arab Republic*, Tajikistan, Turkmenistan, Uganda*, Ukraine, Uzbekistan, Yemen*, Zambia.

Countries indicated by * have legislation which may require insurance of imports from or exports to be arranged within that country.

If you are in any doubt please contact Specialist Insurance Brokers immediately

CONDITIONS

Institute Cargo Clauses (A) CL 252 dated 1.1.82 and/or Institute Cargo Clauses (Air) CL 259 dated 1.1.82 as applicable.

Institute War Clauses (Cargo) CL 255 dated 1.1.82 and/or Institute War Clauses (Air Cargo) CL 258 dated 1.1.82 as applicable.

Institute Strikes Clauses (Cargo) CL 256 dated 1.1.82 and/or Institute Strikes Clauses (Air Cargo) CL 260 dated 1.1.82 as applicable.

Please note that cover in respect of War and Strikes is not automatic for all transits. For details, please contact Specialist Insurance Brokers Limited.

Institute Extended Radioactive Contamination Exclusion Clause

Institute Chemical, Biological, Bio-Chemical, Electromagnetic Weapons & Cyber Attack Exclusion Clause.

Termination of Transit Clause (Terrorism)

General Average and Salvage Clause:

Contribution to General Average & Salvage Charges recoverable hereunder are payable in full irrespective of Insured Value. General Average Deposits recoverable hereunder shall be payable on production of the relevant Deposit Receipts.

For full terms and other conditions to be read in conjunction with those stated above please read the entire content of this internet site carefully.

3. ADDITIONAL CLAUSES APPLYING IN ADDITION TO THOSE MENTIONED ABOVE

AVERAGE CLAUSE

In the event of the sum insured being less than the total value at the time and place of loss of the insured property, the Insured shall only be entitled to recover hereunder such proportion of the loss as the sum insured bears to the total value of the insured property.

CARGO ISM ENDORSEMENT

Applicable to shipments on board Ro-Ro passenger ferries. Applicable with effect from 1st July 1998 to shipments on board:

- (1) passenger vessels transporting more than twelve passengers, and
- (2) oil tankers, chemical tankers, gas carriers, bulk carriers and cargo high speed craft of 500 gt or more.

Applicable with effect from 1st July 2002 to shipments on board all other cargo ships and mobile offshore drilling units of 500 gt or more.

In no case shall this insurance cover loss, damage or expense where the subject matter insured is carried by a vessel that is not I.S.M. Code certified or whose owners or operators do not hold an I.S.M. Code Document of Compliance when, at the time of loading of the subject matter insured on board the vessel, the Assured were aware, or in the ordinary course of business should have been aware:

- (a) Either that such vessel was not certified in accordance with the I.S.M. Code.
- (b) Or that a current Document of Compliance was not held by here owners or operators. as required under the SOLAS Convention 1974 as amended.

This exclusion shall not apply where this insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject matter insured in good faith under a binding contract.

CARGO ISM FORWARDING CHARGES CLAUSE

(For use only with JCC Cargo ISM Endorsement JC98/019) In consideration of

an additional premium to be agreed, this insurance is extended to reimburse the Assured, up to the limit of the sum insured for the voyage, for any extra charges properly and reasonably incurred in unloading, storing and forwarding the subject-matter to the destination to which it is insured hereunder following release of cargo from a vessel arrested or detained at or diverted to any other port or place (other than the intended port of destination) where the voyage is terminated due either

(a) to such vessel not being certified in accordance with the ISM Code or

(b) to a current Document of Compliance not being held by her owners or operators as required under the SOLAS Convention 1974 as amended.

This clause, which does not apply to General Average or Salvage or Salvage Charges, is subject to all other terms conditions and exclusions contained in the policy and to JCC Cargo ISM Endorsement JC 98/019.

CERTIFICATE CLAUSE

Notwithstanding the conditions of this contract, it is agreed that certificates and/or policies may be issued hereunder to the Assured to comply with the insurance requirements of any letter of credit and/or sales contract concerned, provided the cover required is not wider than that provided by the current contract wording. In the event that wider coverage is required, prior agreement of Underwriters is to be obtained at an additional premium to be agreed. If the conditions which appear on the certificate are wider than the conditions given by the wording or given by the Underwriters, the Assured remains liable for the difference between these conditions.

CHANGE OF DESTINATION / DEVIATION / DELAY

In case of voluntary change of destination and/or deviation and/or delay within the Assured's control, the insured goods are held covered hereunder subject to the Assured reporting, as soon as possible, all such events to Underwriters.

In case of short shipment in whole or part by the vessel reported for insurance hereunder, Underwriters agree to hold the Assured covered against the risks insured hereunder until arrival at the final destination to which the goods are insured or until the goods are no longer at the risk of the Assured, whichever may first occur.

COLUMBIA INLAND TRANSIT DEDUCTIBLE CLAUSE

Any transit within Columbia is subject to a 10% of shipment value deductible in respect of theft pilferage hijack or any attempt thereat, shortage or non delivery.

COMPUTER MILLENNIUM EXCLUSION CLAUSE (CARGO)

In no case shall this insurance cover any loss, damage, expense or liability of whatever nature which might otherwise be recoverable under this insurance arising out of or in any way connected with, whether directly or indirectly, the use or operation of any computer, computer system, computer software, programme, or process or any electronic system where such a loss, damage, expense or liability arises, whether directly or indirectly, as a consequence of

(i) the date change to the year 2000 or any other date change and/or

(ii) any change or modification of or to any such computer, computer system, computer software, programme or process or any electronic system in relation to any such date change.

CONTRACT (RIGHTS OF THIRD PARTIES) ACT 1999 EXCLUSION CLAUSE

The provisions of the Contracts (Rights of Third Parties) Act 1999 do not apply to this insurance or to any certificate(s) of insurance hereunder. Neither this nor any

certificates issued hereunder confer any benefits on any third parties. No third party may enforce any term of this insurance or of any certificate issued hereunder.

This clause shall not affect the rights of the Assured (as assignee or otherwise) or the rights of any loss payee.

CRAFT CLAUSE

Including transit by craft and/or lighter to and from the vessel. Each craft and/or lighter to be deemed a separate insurance. Also to cover any special or supplementary lighterage. The Assured are not to be prejudiced by any agreement exempting lightermen from liability.

DECONSOLIDATION AND UNPACKING COVERAGE

It is hereby understood and agreed that this policy is extended to cover, subject to its terms and conditions, goods and/or merchandise which have been or will be covered under this policy for the import or export voyage owned by the Assured or held by the Assured in trust or otherwise held or sold, or on joint account with or belonging to others, and for which the Assured can be liable while temporarily customs or elsewhere while awaiting shipment consolidation, repacking and other preparations for export or entry, including storage pending commencement of transit to final insured destination, for a period of not exceeding 30 (thirty) days. Held covered beyond 30 (thirty) days at premiums to be agreed.

This extension of coverage shall not apply to goods and/or merchandise for which a charge has been made by the Assured or his agent for temporary storage.

The insurance afforded by this endorsement shall be excess insurance over any other valid and collectable insurance available to the insured.

DELIBERATE DAMAGE POLLUTION HAZARD CLAUSE

This insurance is also extended to cover, but only while the subject-matter insured is on board a waterborne conveyance, loss of or damage to said property directly caused by governmental authorities acting for the public welfare to prevent or mitigate a pollution hazard or threat thereof, provided that the accident or occurrence creating the situation which required such governmental action would have resulted in a recoverable claim under the Policy (subject to all of its terms, conditions and warranties) if the property insured would have sustained physical loss or damage as a direct result of such accident or occurrence.

This clause shall not increase the Limits of Liability provided for elsewhere herein.

DEPRECIATION

Underwriters liability is restricted to the reasonable cost of repair and no claim is to attach hereto for depreciation consequent thereon. In no case shall liability hereunder for such repairs exceed the sum insured in respect of the damaged article.

DURATION CLAUSE

Notwithstanding the Duration Clause as stated in the Institute Cargo Clauses (A) and (Air Cargo) this insurance attaches from the time the insured property leaves the Insured's residence or place of storage at the place named for the commencement of the transit, including where applicable whilst at packers premises being packed or awaiting shipment for a period not exceeding 30 days and terminates either:

- i. on delivery to the Insured's premises at the destination named, or

- ii. on delivery to a place of storage other than in the ordinary course of transit, or
 - iii. on expiry of : 60 days after completion of discharge overseas from the overseas vessel at the final port of discharge or 30 days after unloading from the aircraft at the final place of discharge,
- ...whichever shall first occur.

FRAGILES & ANTIQUES WARRANTY

Warranted that the maximum value of fragiles & or antiques does not exceed 15% of the overall consignment value unless specifically agreed with insurers prior to the commencement of transit.

GENERAL AVERAGE

This insurance covers General Average and Salvage Charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice (or, if there is no contract of affreightment, according to Foreign Statement or to York - Antwerp Rules) incurred to avoid or in connection with the avoidance of loss from any cause except those specifically excluded herefrom.

For the purpose of Claims for General Average contributions and Salvage Charges recoverable hereunder, the subject matter insured shall be deemed to be insured for its full contributory value.

General Average deposits shall be payable on production of General Average deposit receipts.

HELD COVERED

It is necessary for the Insured or their Representatives or their Agents, when they become aware of an event which is held covered under this insurance, to give prompt notice to the Insurers via their representatives or agents.

INSOLVENCY AMENDMENTS CLAUSE

Exclusions 4.6 of the Institute Cargo Clause (A), Institute Cargo Clauses (B), Institute Cargo Clauses (C) and Exclusions 3.6 of the Institute War Clauses (Cargo) and the Institute Strikes Clauses (Cargo) are amended to read:

"Loss or damage or expense caused by insolvency or financial default of the Owners, Managers, Charters or Operators of the vessel where, at the time of loading of the subject-matter insured on board the vessel, the Insured is aware, or in the ordinary course of business should be aware, that such insolvency or financial default could prevent the normal completion of the voyage.

This exclusion shall not apply where this insurance has been assigned to the party claiming hereunder who has bought or agreed to buy the subject-matter insured in good faith under a binding contract". This amendment applies to all goods shipped on Conference Line Vessels.

INSTITUTE CLASSIFICATION CLAUSE

This insurance is subject to the Institute Classification Clause CL 354 dated 1.1.2001

INSTITUTE RADIOACTIVE CONTAMINATION CHEMICAL, BIOLOGICAL, BIO-CHEMICAL, ELECTROMAGNETIC WEAPONS EXCLUSION CLAUSE

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

1. In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from

1.1 ionising radiations from or contamination by radioactivity from any nuclear

fuel or from any nuclear waste or from the combustion of nuclear fuel

1.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof

1.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

1.4 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.

1.5 any chemical, biological, bio-chemical or electromagnetic weapon.

INSTITUTE CYBER ATTACK EXCLUSION CLAUSE

1.1 Subject only to clause 1.2 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 for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.

1.2 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 1.1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system, computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

ITEMS IN NON-WATERPROOF CRATES OR PACKAGING

Excluding Rust, Oxidisation, Discoloration, Wetting, Staining and the Cost of Repainting as applicable.

LABELS CLAUSE

In case of damage affecting labels, capsules or wrappers the Underwriters, if liable therefore under the terms of this Policy, shall not be liable for more than an amount sufficient to pay the cost of new labels, capsules or wrappers, and the cost of reconditioning the goods, but in no event shall the insurers be liable for more than the insured value of the damaged merchandise.

LETTERS OF CREDIT CLAUSE

Where the Assured is obliged to arrange insurance in accordance with any instructions contained in a Letter of Credit such cover is granted hereunder, provided it does not exceed the existing provisions of this contract wording or held covered at a premium to be agreed.

Notwithstanding the above and irrespective of the Letter of Credit requirements the interest of the Assured named herein shall always be protected hereunder against all the risks covered by this contract wording.

LIABILITY OF CARRIERS BAILEES OR OTHER THIRD PARTIES

It is the duty of the Assured and their Agents, in all cases, to take such measures as may be reasonable for the purpose of averting or minimising a loss to ensure that all rights against Carriers, Bailees or other third parties are properly preserved and exercised. In particular, the Assured or their Agents are required:

1. To claim immediately on the Carriers, Port Authorities or other Bailees for any missing package.
2. In no circumstances, except under written protest, to give clean receipts where goods are in doubtful condition.
3. When delivery is made by container, to ensure that the container and its seals

are examined immediately by their responsible official. If the container is delivered damaged or with seals broken or missing or with seals other than stated in the shipping documents, to clause the delivery receipt accordingly and retain all defective or irregular seals for subsequent identification.

4. To apply immediately for survey by Carriers' or other Bailees, Representatives if any loss or damage be apparent and claim on the Carriers or other Bailees for any actual loss or damage found at such survey.

5. To give notice in writing to the Carriers or other Bailees within three days of delivery if the loss or damage was not apparent at the time of taking delivery.

Note: The Consignees or their agents are recommended to make themselves familiar with the regulations of the Port of Authorities at the port of discharge.

Note: Further claims information & claims procedures can be found under the 'claims information' section of this website.

NO SURVEY CLAUSE

No survey required on claims unlikely to exceed £1,000 or equivalent in any other currency.

NON CONTRIBUTION CLAUSE

This insurance does not cover any loss or damage which at the time of happening of such loss or damage is insured by or would but for the existence of this Policy, be insured by any other existing Policy or Policies except in respect of any excess beyond the amount which would have been payable under such other Policy or Policies had this Insurance not been effected.

ON DECK SHIPMENTS

For the purpose of this Policy, "On Deck" shipments in containers, shall be considered as "Under Deck" shipments. All other shipments carried "On Deck" and subject to On Deck Bill of Lading are insured subject to Institute Cargo Clauses (C) CL 254 dated 1.1.82 conditions including Jettison and Washing Overboard or as separately agreed by Underwriters.

PAIRS AND SETS CLAUSE

Where any insured item consists of articles in a pair or set this policy is not to pay more than the value of any particular part or parts which may be lost without reference to any special value which such article or articles may have as part of such pair or set, nor more than a proportionate part of such pair or set.

PROCESS CLAUSE

Excluding loss and/or damage to the subject-matter hereby insured caused by processing, errors in processing and/or as a direct result of being worked upon unless due to an external cause otherwise covered by this policy

RECONDITIONED GOODS

RECONDITIONED and / or REFURBISHED USED GOODS Warranted that the Interest insured is fully refurbished / reconditioned to a new standard. Excluding Rust, Oxidisation, Discoloration, Wetting, Staining, Scratching, Bruising Chipping, Denting, Marring and the Cost of Repainting as applicable unless caused by an Insured peril. Subject to the Secondhand Replacement Clause as shown herein.

REPLACEMENT CLAUSE

Subject to the Institute Replacement Clause CL 161 dated 1.1.34 and/or the Secondhand Replacement Clause as below, as applicable.

RETURN SHIPMENTS CLAUSE

This Policy of insurance is extended to cover, at Policy terms and conditions,

shipments of returned goods which have not been delivered to the final consignee and which have been continuously covered hereunder, provided such goods remain in their original approved overseas packing and the Assured warrants to report all such shipments as soon as practicable after they have knowledge of the refusal.

Shipments returned to the Assured by the consignee shall be subject to the same terms, conditions and rate under which such shipments were insured under this Policy while in transit to such consignees.

Returned merchandise other than as defined above is insured subject to the Institute Cargo Clauses (C) CL 254 dated 1.1.82 at rates to be agreed by Underwriters.

SECONDHAND REPLACEMENT CLAUSE

In the event of a claim for loss of or damage to any part or parts of the interest insured, in consequence of a peril covered by the policy, the amount recoverable hereunder shall not exceed such proportion of the cost of replacement of the part or parts lost or damaged as the insured value bears to the value of a new machine plus additional charges for forwarding and refitting the new part or parts if incurred. Provided always that in no case shall the liability of Underwriters exceed the insured value of the complete article.

SOUTH AFRICA INLAND TRANSIT DEDUCTIBLE CLAUSE

Any transit within South Africa is subject to a 10% of shipment value deductible in respect of hijack losses.

SUE AND LABOUR CLAUSE

In case of any imminent or actual loss or misfortune, it shall be lawful and necessary to and for the Insured, his or their factors, servants and assigns, to sue, labour and travel for, in and about the defense, safeguard and recovery of the said goods and merchandise, or any part thereof, without prejudice to this insurance, to the charges whereof, Underwriters will contribute according to the rate and quantity of the sum hereby insured; nor shall the acts of the Insured or Underwriters, in recovering, saving and preserving the property insured, in case of disaster, be considered a waiver or an acceptance of abandonment.

SURVEY AND CLAIM SETTLEMENT

In the event of loss or damage which may involve a claim under this policy, immediate notice of such loss or damage should be given to Underwriters or the Surveyor named in the Certificate. When submitting a claim under this policy the following documents should be forwarded:

1. A copy of the Certificate of Insurance (or quote the Certificate number).
2. The Original or Copy shipping invoices, together with shipping specification and/or weight Notes.
3. The Original bill of landing and/or Contract of Carriage.
4. The Survey Report, or other documentary evidence to show the extent of the loss or damage.
5. The landing account and weight notes at final destination.
6. All correspondence exchanged with the Carriers and other parties regarding their liability for the loss or damage.

FAILURE TO COMPLY WITH THESE INSTRUCTIONS MAY PREJUDICE ANY CLAIM UNDER THIS POLICY.

TEMPERATURE VARIATION

Excluding any loss, damage or change in the nature of the subject matter insured caused by variation in temperature unless caused by a peril insured under the terms of the Institute Cargo Clauses (B).

TERMINATION OF TRANSIT CLAUSE (TERRORISM)

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

Notwithstanding any provision to the contrary contained in this Policy or the Clauses referred to therein, it is agreed that in so far 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 overside 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 occur first

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.

This clause is subject to English law and practice.

UNPACKED / UNPROTECTED ITEMS

Excluding Rust, Oxidisation, Discoloration, Wetting, Staining, Scratching, Bruising, Chipping, Denting, Marring and the Cost of Repainting as applicable.

WAREHOUSING/ FORWARDING CHARGES

Notwithstanding any average warranty contained herein, Underwriters agree to pay any landing, warehousing, forwarding or other expenses and/or particular charges should same be incurred, as well as any partial loss arising from transshipment. Also to pay the insured value of any package, piece or unit totally lost in loading, transshipment and/or discharge. Also to pay for any loss or damage to the interest insured which may be reasonably attributed to discharge of cargo at port of distress.

4. EXCLUSIONS

INVENTORY REQUIREMENTS

Excluding claims for missing items unless a full valued inventory is completed and signed by the owners of the goods prior to the commencement of transit. Warranted that any item valued above £1,000 or currency equivalent is listed.

OWNER PACKED EFFECTS

Excluding breakage, scratching, denting, chipping, bruising, bending, marring, staining and tearing of owner packed effects, including trunks, suitcases and the like.

MECHANICAL, ELECTRICAL DERANGEMENT

Excluding loss or damage due to mechanical, electrical or electronic breakdown &\or derangement unless there is evidence of external damage to the insured item or its packing.

MOTH, VERMIN, WEAR & TEAR

Excluding loss or damage due to moth, vermin, mildew, mould, rust, discoloration, inherent vice, wear, tear and gradual deterioration.

CLIMATIC CONDITIONS

Excluding loss or damage by climatic or atmospheric conditions or extremes of temperature unless such claim is recoverable under the terms of the Institute Cargo Clauses (C). No claim to attach hereto for damage to strings, reeds &\or drumheads in respect of musical instruments.

CONFISCATION

Excluding the risks of confiscation & seizure.

EXCLUDED GOODS

- 1) Livestock
- 2) Cash, bank notes, cheques, travellers cheques, money orders, postal orders, national saving certificates, premium bonds, stamps, deeds, tickets, passports, manuscripts, lottery tickets or documents of any description, medals, coins, bonds, securities
- 3) Jewellery, watches, trinkets, personal ornaments, precious stones & metals,
- 4) Furs and any other article of similar description. Also excluding any accompanied luggage or any article used or worn during the course of the transit.
- 5) Data records other than cost of blank data carrying materials.

PERISHABLE GOODS, LIQUIDS

Excluding loss of or damage caused by perishable goods, acids, paints, aerosols, medicines and all liquids.

5. STORAGE

STORAGE

Subject to all conditions, exclusions and exceptions contained herein but in addition:-

COMMENCEMENT & TERMINATION CLAUSE

Notwithstanding anything contained herein to the contrary cover in respect of goods in store at the location agreed herein shall attach at 00.01 hours on the date agreed with Underwriters irrespective of the date the goods commenced transit to the storage location and shall terminate at 24.00 hours on the date of cancellation of the policy in respect of all goods in store at that time.

EXCLUDING

Loss, destruction or damage caused by or occasioned through or in consequence of:-

- 1) The property's own wear, tear gradual deterioration or inherent vice.
- 2) a) Mechanical or electrical breakdown, failure, derangement or disturbance unless due to a peril insured against

b) Latent defects, faulty materials, design or workmanship but these exceptions shall only apply to that part of the property immediately affected and shall not apply to loss, destruction or damage to other property resulting from such causes.
- 3) Damage to that part of the property Insured whilst it is undergoing any process unless such loss, destruction or damage is caused by an event extraneous to the process being undertaken.
- 4) Mysterious disappearance, unexplained &/or stocktaking shortages/losses.
- 5) War, invasion, acts of foreign enemies, hostilities (whether war is declared or not) civil war, rebellion, revolution, insurrection, military or usurped power or by order of the government or a Public Authority.
- 6) (a) ionising radiations or contaminations by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel.

(b) the radioactive toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear components thereof.
- 7) Pressure waves, caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
- 8) Consequential loss and loss of rent.

AVERAGE CLAUSE

This Insurance is subject to the condition of Average, that is to say if the property covered by this Insurance shall at the time of any loss be greater value (in the country of destination) than the sum insured hereby, the Assured shall only be entitled to recover hereunder such proportion of the said loss as the sum insured by this insurance bears to the total value (in the country of destination) of the said property.

6. CONDITIONS APPLICABLE TO ALL SECTIONS

INDEMNITY BASIS

The cover afforded to "Customers" insurance is one of "all risks" with exclusions but is based on "INDEMNITY".

This means that where settlement involves compensation, regard shall be given to the age, quality, degree of use (wear tear & gradual deterioration), and resulting current market value of the item in question or one of reasonable similarity.

NOTIFICATION OF CLAIMS

It is a condition precedent to Insurers' liability under this insurance that all claims are notified to the Contractor within:-

- a) seven (7) days after delivery of the property, or in the case of non-delivery

within seven (7) days of the date when the property would normally have been delivered whether unpacked or not in respect of removals within the United Kingdom &/or Ireland &/or Channel Islands &/or Isle of Man.

b) fourteen (14) days after delivery of the property, or in the case of non-delivery within fourteen (14) days of the date when the property would normally have been delivered whether unpacked or not in respect of removals to/from the Continent of Europe.

AVERAGE CLAUSE

If the property covered thereby shall at the time of the loss be collectively of greater value than such Sum Insured, then the Insured shall be considered as being his own Insurer for the difference, and shall bear a rateable share of the loss accordingly.

PAIR/SETS CLAUSE

Where any insured item consists of articles 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 article or articles may have as part of such pair or set, nor more than a proportionate part of such pair or set.

DEPRECIATION

Insurers' liability is restricted to the reasonable cost of repair and no claim will attach for depreciation consequent upon such repair.

WAR CLAUSE

The "War exclusion" contained elsewhere in this policy does not apply to the attached Institute War Clauses (Cargo) and/or (Air Cargo) where applicable in respect of "overseas/deep sea movements".

CUSTOMERS RIGHTS

Any act, error or omission on the part of the Contractor(s) or Sub-Contractor(s) shall not prejudice the right of claim by a customer insured under this Insurance, and further any act, error or omission of a customer shall not prejudice the right of a claim of any other customer insured under this Insurance.

BASIS OF SETTLEMENT

The settlement of any claim shall be by replacement, repair &/or compensation at Insurers' option. Where settlement is by repair the work shall be carried out by a Craftsman or firm of skill and experience appropriate to the quality of the damaged item, having regard to current commercial practice.

Where settlement involves compensation, regard shall be given to the age, quality, degree of use and resulting current market value of the item in question or one of reasonable similarity, i.e. on an indemnity basis.

MISREPRESENTATION & DISCLOSURE

This insurance shall be voidable in the event of misrepresentation, misdescription or non-disclosure in any material particular.

FALSE OR FRAUDULENT CLAIMS

If any claim be in any respect fraudulent, or if any fraudulent means or devices be used by the Contractor or Customer 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 Contractor, Customer or any one claiming indemnity under this insurance, all benefit under this insurance will be forfeited.

RIGHTS & REMEDIES

Any claimant under this insurance shall at the request and at the expense of the Insurers do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Insurers for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which the Insurers 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 Insurers.

NON CONTRIBUTION CLAUSE A

If any loss, destruction or damage or liability covered by this insurance is also covered in whole or part by any other Policy or Indemnity whether effected by the Contractor or any other person, this insurance shall not be called upon in contribution except in respect of any excess over the sum recoverable, or which but for the existence of this insurance would be recoverable under such other Policy or Indemnity.

NON CONTRIBUTION CLAUSE B

If at the time of loss there is other insurance in force this insurance shall only respond to the extent that losses are not recoverable under the other insurance.

ARBITRATION

If any difference shall arise as to the amount to be paid under this insurance (liability being otherwise admitted (such difference shall be referred to an Arbitrator to be appointed by the parties in accordance with the statutory provisions in that behalf for the time being in force. Where any difference is by this condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the Insurers.

CANCELLATION

The insurance may be cancelled at any time by the Customer, subject always to notice being given to Specialist Insurance Brokers Limited **PRIOR** to commencement of the risk/removal.

EXCESS

Excess – Provided always that the Insurers shall not be liable for any claim or loss unless the amount of such claim or loss exceeds the amount stated in the Schedule as the excess which stated amount shall be deducted from each claim or loss and borne by the Insured at their own risk, and the Insurers shall only be liable for the loss in excess of such stated amount.

CLAIMS NOTIFICATION

Claims Notification – Claims made against the Insured or occurrences or situations that are likely to give rise to a claim must be notified to Specialist Insurance Brokers Ltd as soon as possible with full particulars. Every letter, notice, writ, summons and process relating thereto shall be notified to and forwarded to Specialist Insurance Brokers Ltd immediately upon receipt.

PROFESSIONAL & ADEQUATE PACKING & STOWAGE

Warranted that the goods & \or equipment & \or merchandise are packed, secured and stowed in a professional and adequate manner to withstand the normal hazards of handling and transit.

JURISDICTION CLAUSE

This insurance shall be governed by English Law and practice, and the English Court alone shall have jurisdiction in any dispute arising hereunder.

CONTRACTS (Rights of Third Parties) ACT 1999 EXCLUSION CLAUSE

The Provisions of the Contracts (Rights of Third Parties) Act 1999 do not apply to this insurance. This insurance does not confer any benefits on any third parties. No third party may enforce any term of this insurance. This clause shall not affect the rights of the assured or the rights of any loss payee.

Excluding claims arising from loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any Consequential Loss &/or any Legal Liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

RADIOACTIVE CONTAMINATION, CHEMICAL & BIOLOGICAL CLAUSE

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

SONIC WAVES

Excluding loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

WAR, CIVIL WAR EXCLUSION

Excluding any claims or liability arising out of War, Invasion, Act of Foreign Enemy Hostilities (whether War be declared or not), Civil War, rebellion, Insurrection or Military or Usurped Power. This exclusion shall not apply whilst the goods insured are waterborne and covered is as provided by the Institute War Clauses.

7. LIMITS

UK & EUROPEAN REMOVALS

£100,000 any one Contract or move any one Customer.

But in respect of Office and Commercial Removals:

£100,000 any one Vehicle.

£250,000 any one Loss.

INTERNATIONAL REMOVALS

£100,000 any one Customer.

STORAGE

As specified by customer.

Please Note: Higher limits may be available. Please contact SIB Ltd.

8. EXCESS LEVELS

UK & EUROPEAN REMOVALS AND/OR STORAGE

£50 each and every claim any one Contract or move any one Customer.

But in respect of Office and Commercial Removals: £250 each and every claim.

INTERNATIONAL REMOVALS

£250 each and every claim any one Contract or move any one Customer.