

THE CLAUSES

1) INSURER

Delta Lloyd Schadeverzekering NV

2) INSURED PERILS

Full All Risks' – Professionally packed.

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.

OR

Owner Packed Goods – As above but excluding

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) PROPERTY INSURED

Household Goods and Personal Effects, Antiques, Fine Arts, Automobiles, Boats Motorcycles, Campers and Trailers as declared and valued on this and supporting Documents.

4) 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.

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.

5) 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.

6) 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.

7) 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).

8) 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.

9) POLICY EXCESS

An excess of £250 applies in respect to this policy.

10) 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.

11) 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 transshipment, 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 goods 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.

12) 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.

13) 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.

PAIR OR SETS CLAUSE

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.

14) 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.

15) 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.

16) 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.

17) DUTY OF DISCLOSURE

It is your responsibility to ensure that all material facts have been disclosed to Underwriters i.e. any facts which may affect Underwriters' view of the risk. If you are unsure of whether a fact which has not been detailed in the Insurance Application you have completed needs to be disclosed, it is recommended that details are provided to Underwriters for consideration. Please also ensure that all the information provided by you in the Insurance Application is correct as these details will form the basis of the insurance contract between you and Underwriters. If your circumstances change between the date you purchase the policy and the date when you require the policy to commence, please tell us. Incorrect information or failure to disclose all material facts could invalidate all or part of the cover and result in a claim being declined.

18) 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.

19) EXCLUDED PROPERTY

No cover is provided for the following;

- 1) Money and securities.

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

21) CLAIMS PROCEDURE

If your goods become lost or damaged and you wish to make a claim on this insurance please send written notification to: International Claims Agency, Kent Innovation Centre, Thanet Reach Business Park, Northwood Road, Broadstairs, Kent CT10 2QQ. Tel: + 44(0)1843 609320 Fax: +44 (0)1843 609319.

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.

22) CUSTOMER SERVICE AND COMPLAINTS

If you feel we have not offered you a first class insurance service please write and tell us and we will do our best to resolve the problem.

In the event you wish to pursue matters further you may be able to refer the matter to the Financial Ombudsman Service. The Financial Ombudsman Service can normally deal with complaints from private individuals and from small businesses with an annual turnover of less than £1 million (for a group of companies, this means a group annual turnover of less than £1 million). The Financial Ombudsman Service can also help with complaints from charities with an annual income of less than £1 million; and from trusts with a net asset value of less than £1 million. The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR Helpline: 0845 080 1800 Switchboard: 020 7964 1000 Website: www.financial-ombudsman.org.uk

Financial Services Compensation Scheme

Delta Lloyd Schadeverzekering NV is covered by the Financial Services Authority' Compensation Scheme. You may be entitled to compensation from the scheme if we are unable to 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, 7th Floor Lloyds Chambers, Portsoken Street, London, E1 8BN United Kingdom and on their website www.fscs.org.uk

APPLICABLE OVERSEAS REMOVAL CLAUSES

1. INSTITUTE CARGO CLAUSES (A) – CL. 252
2. INSTITUTE CARGO CLAUSES (B) – CL. 253
3. INSTITUTE WAR CLAUSES (CARGO) – CL. 255
4. INSTITUTE STRIKES CLAUSES (CARGO) – CL. 256
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