



## Introduction:

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To complement the removal and storage services offered by Anglo Pacific International Plc (Anglo Pacific), we (The Baxendale Insurance Company DAC), can offer you insurance to cover your goods whilst they are in transit or in store.

Baxendale are a specialist transit and storage insurer familiar with the types of risks that can arise when transporting or storing household goods. Our insurance products give you peace of mind and to take care of the unexpected things that can happen from time to time.

To help you understand the insurance we are offering, we have produced this guide so that you can make an informed decision as to whether our insurance cover meets your particular demands and needs.

Amongst other things, in the following pages this guide will explain the:

- Relationship between you (the insured) and us (the insurer);
- Full terms and conditions of the cover on offer ;
- Role of Anglo Pacific in regards to the sale of insurance products;
- Role of Centry Services Limited in regard to claims handling;
- The way we handle your personal information; and
- Reasons for processing your personal information.

## Insurance Product Information Document (IPID)

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A summary of the cover is set out in the Insurance Product Information Document (IPID) which provides an overview of the cover we are offering. We would however suggest that you also read this guide so you have all the facts when making your choice.

If, you would like us to insure you goods then please complete the relevant sections on Anglo Pacific's Shipping Instruction form along with the Insurance Proposal form and return it to your move manager in good time before the start of the removal services.

***Please note we cannot insure your goods once the services have commenced.***



## Overview

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### The policy:

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The policy is evidence of the contract between the policyholder (you) and us (Baxendale).

The policy is offered on the basis of information and requirements' you have discussed with Anglo Pacific in relation to the services you have requested.

The terms and conditions under which we are prepared to cover your goods are set out on pages 10-21 of this guide.

For the avoidance of doubt Anglo Pacific are not a party to the insurance contract between us.

### Demands and needs:

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The policy is intended to meet the demands and needs of customers who wish to insure their goods against loss or damage during the course of removal or storage services provided around the world.

No advice, recommendation, or representation is made as to whether the policy meets your own particular demands and needs. That must be your decision.

### Cover:

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Cover is offered on the understanding that all goods in the consignment will be insured. You must insure every item within your consignment rather than selecting particular items that you wish to insure.

If you decide to insure with us it is important that you notify Anglo Pacific in writing of any changes you wish to make to your cover or if you have any information which might affect the cover. For example if you add any items to the consignment you should let Anglo Pacific know as soon as possible.

Although we have provided you with a summary of the insurance, the IPID, it is not the full policy wording. It is important that you read and understand the policy terms and conditions contained in this guide so that you are fully informed.

### Period of cover:

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Cover applies from the time Anglo Pacific or their representatives take custody of the goods and continues during the normal course of transit until delivered to the domicile or store at the destination named on the Insurance Proposal. Cover includes temporary storage incidental to transit of not more than 60 days prior to shipment and of not more than 60 days



following the arrival of the conveying vessel or aircraft at destination. Thereafter insurance can be extended at an approved depository upon written application to 'The Shipper' and subject to payment of an additional premium.

Transit includes overnight stops and holding the goods for a short period of time for onward transportation.

If you require storage, it is strongly recommended that you maintain the cover throughout the period of storage and during redelivery. If you do not maintain the cover we will not be able to consider any subsequent claim unless the loss or damage has been reported to us prior to the cancellation of the policy in accordance with the policy terms and conditions.

Cover is subject to you paying the premium as invoiced and the insurance premium tax (IPT). If you fail to pay the premium(s) in full we have the right to cancel your policy and withdraw cover.

Cover ceases upon redelivery or on collection of the goods from Anglo Pacific by you or others.

## **Storage extensions:**

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If you require storage, the policy will continue to cover your goods for up to **60 days** at no extra cost.

Insurance cover can only be provided if your goods are stored in either an Anglo Pacific warehouse or Anglo Pacific agents warehouse. Cover will not be provided for storage in third party storage premises.

If you keep your goods in storage for longer than **60 days** you must tell your Move Manager and they will arrange to have the cover extended.

You will have to pay an additional premium for any extensions whilst the goods are in store.

It is strongly recommended that you do not cancel the insurance whilst the goods are held in store and you continue to maintain the storage extensions on the goods until you take delivery.

If you do cancel the insurance, while the goods are in store, we may not be able to consider any subsequent claim you make, as it may not be possible to establish whether the loss or damage occurred during the period of cover or after you cancelled the insurance.

Insurance cover is provided subject to you paying the premium, storage extensions, and insurance premium tax (IPT) where applicable.

**If you fail to pay the premiums or storage extensions we reserve the right to treat the policy void.**



## **Additional cover:**

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If you require it, cover is available for owner packed goods:

To arrange cover on your owner packed goods please select this option on Anglo's Shipping Instruction form.

This cover is subject to an additional premium.

## **Institute Cargo Clauses 2009 (A)**

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The terms of the Policy are based upon the Institute Cargo Clauses 2009 (A).

Institute Cargo Clauses (A) are considered to be the widest insurance coverage available for transit risks.

## **General Average:**

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Under maritime law, and under the terms and conditions under which the shipping lines carry cargo (known as a contract of affreightment or bill of lading), owners of cargo such as you, can be asked to make a contribution towards the costs of repairs, loading, unloading, maintaining the crew and any other expenses incurred for the safe completion of the voyage should the vessel get into distress. This is known as "general average".

General average can also be applied if the captain of the vessel decides to jettison some of the cargo overboard in order to save the vessel and the rest of the cargo. In this situation the owners of the vessel and the owners of the remaining cargo will be asked to contribute towards the cost of compensating the owners of the cargo that was jettisoned.

Subject to the terms of the policy, you are covered against General Average claims made by the shipping line.

## **"Both to blame" clauses:**

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It is practice in international transit by sea, that the terms and conditions under which shipping lines carry cargo (known as a contract of affreightment or bill of lading) contain what are known as "both to blame" clauses.

These clauses state that in the event of a collision of two or more ships, where all ships are equally to blame, all owners and shippers having a financial interest in the voyage must share in all losses. The losses are based in proportion to the monetary values of their particular interest (such as the value of their cargo/goods) prior to the collision.

Subject to the terms of the policy, you are covered against claims arising from "both to blame" clauses.



## Compliance

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### Privacy policy:

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How we use your personal information.

We understand the importance of protecting your personal information. Our privacy policy below explains the type of personal information we ask for, how we use it.

All personal information will be held in strictest of confidence and will only be used for:

- The purposes for maintaining and managing your insurance cover;
- Processing claims;
- Collecting premiums;
- Keeping you informed of any changes to your cover;
- Complaints' or dispute handling;
- Claims reporting;
- Internal analysis and reporting.

Our agents Anglo Pacific and or Centry Services will collect your personal information when:

- You ask Anglo Pacific for a quotation for services; or
- You purchase any services from Anglo Pacific;
- When process your claim.

When providing information about others, who may be insured or may have a legal interest in the goods or the cover, you confirm that you have the consent of those individuals to supply us, Anglo Pacific or Centry Services with their personal information as well.

The type of personal information that will be collected and processed includes:

- Your name and address (collection, delivery or temporary);
- The name and addresses of those who may have a legal interest in the goods or the cover;
- Telephone numbers (landline/mobile);
- E-mail address (home/work);
- Credit/debit card details
- Bank details.

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Personal information or information about your policy with us maybe shared with others in order to:

- To meet our contractual obligations to you to provide insurance cover;
- Answer queries regarding your policy;
- Process insurance claims;
- Complaints handling
- Prevent or detect crime\*

**\* Law enforcement agencies and other authorities may request the disclosure of information in order to prevent or detect crime. Anglo Pacific, Centry Services and ourselves must comply with such legal requests.**

**If we have reasonable grounds to believe that a crime has been committed or a crime is about to be committed, we will pass information to the appropriate law enforcement agencies.**

Information will not be disclosed to any third party unless:

- We have your written consent to do so;
- We are required to do so by law.

If you make a claim, it may be necessary to give information about you, your policy and claim to others such as restorers, or loss adjusters. They will only use your personal information to assist in processing your claim.



## Regulatory status

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We are regulated by the Central Bank of Ireland.

Our agents Anglo Pacific are members of the British Association of Removers, are FIDI/Faim accredited and are voluntary participants of the Financial Ombudsman Service

## If you have a complaint:

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If you have a complaint in regard to the way the insurance has been sold, managed, or if you are dissatisfied with the way your claim has been handled you should follow the process below:

- You should contact your move manager at Anglo Pacific and explain the reason why you are dissatisfied. You must state what you would like done to resolve the matter. If you remain dissatisfied you should ask for the matter to be escalated to Anglo's Customer Service Manager. If the Customer Service Manager is unable to resolve the matter you should ask for the matter to be escalated to a local or divisional senior manager who will issue you with a Final Viewpoint Letter. If you wish to escalate the matter further the complaint will be passed to the General Manager of Baxendale. If we are unable to resolve the matter then you can ask the Financial Ombudsman Service to review your complaint.
- Claims are dealt with by our appointed claims handlers, Centry Services. They have our full authority to deal with claims on our behalf. If you are dissatisfied with the way your claim is being dealt with, you should initially write to the claims handler and explain the reasons why you are dissatisfied, where possible submit additional information, and set out in detail what you would like done to resolve your complaint. It is important that we, and the claims handler, fully understand your expectations for the resolution of your complaint.

The claims handler will then review the claim again and respond to your complaint within two weeks. If you remain dissatisfied with the response you can ask for the matter to be reviewed by the claims handler's line manager.

Should the matter remain unresolved you can ask for the complaint to be reviewed by our General Manager. If the matter remains unresolved having been reviewed by us, you can refer the matter to the Financial Ombudsman Service.

The Financial Ombudsman Service will not intervene until we have been given an opportunity to resolve the matter with you.

Whatever the nature of your dissatisfaction, we believe that the chances for finding a solution to a complaint are increased where both parties engage in polite, mutually respectful dialogue and negotiate in the spirit of goodwill. Not all complaints are straightforward and sometimes both parties must work together so that a compromise solution can be found.



Your complaint will be dealt with in a sympathetic and timely manner and in the spirit of mutual respect and goodwill. We may need time to look into your complaint and, if that is the case, we will keep you advised as to how long we need and when we will be able to respond. It maybe that as part of the process we will require additional information from you if that is the case we will let you know and you agree to co-operate with our reasonable requests we may make.

## Terms of engagement

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Under the terms of an agency agreement with us, Anglo Pacific are authorised to:

- Sell our insurance products to its customers;
- Collect premiums;
- Assist in the gathering of information in regards to claims ;
- Assist in claims/complaints.

To deal with claims made under the policy, we have appointed Centry Services Ltd as our claims handlers. Centry Services have our authority to deal with claims and negotiate settlements on our behalf.

## Your rights to cancel the policy:

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You have a statutory right to cancel your policy with us within **14 days** from the day you purchased the policy or the date you received this guide whichever is the later.

To exercise your rights to cancel the policy you must notify Anglo Pacific in writing **before the start of the services.**

The full premium (including IPT) will be refunded to you if you cancel the policy within **14 days.**

If a claim has already been made and the policy is cancelled the premium will not be refunded.

The policy cannot be cancelled if Anglo Pacific have started to provide any part of the services within the **14 days** and/or a claim has either been reported or made and/or an incident, likely to give rise to a claim under the cover, has occurred.

## Our rights to cancel the policy:

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We have the right to cancel your policy at any time giving you **7 days notice** in writing to your last known address. The policy will end immediately when the **7 day notice** expires and your goods will no longer be covered.



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If a claim has already been made and the policy is cancelled the premium will not be refunded.

Our cancellation notice will explain the reasons why the policy has been cancelled.

Reasons for cancelling the policy include but are not limited to:

- Failure to co-operate with us, Anglo Pacific or Centry Services in accordance with the terms of the policy such as but not limited to, failing to provide information or documentation which materially affects the ability to manage your policy , assess potential risks, or process any claim;
- Fraud, misrepresentation or any attempt to gain an advantage under the insurance to which you are not entitled ;
- The use of threats, abusive behaviour/language, bullying, intimidation , or similar anti social behaviour towards us, Anglo Pacific, Centry Services, or those appointed to assist with the claim such as but not limited to loss adjusters and restorers.



## The Policy:

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The policy wording below sets out the terms and conditions under which Baxendale is prepared to provide insurance cover on your goods while they are in the care and control of Anglo Pacific.

The policy is the contract between you, the customer, and Baxendale.

## Policy Terms and Conditions:

### 1. Definitions:

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Words or expressions appearing in the policy terms and conditions have been defined and they will have the meaning set out below whenever they appear with the policy terms and conditions:

**"Anglo Pacific"** means Anglo Pacific International Plc or their appointed sub-contractor servants or agents who are engaged by You to provide removal/storage services;

**"Baxendale"** means The Baxendale Insurance Company DAC;

**"Both to blame"** means a clause in the contract of affreightment requiring all cargo owners and or shippers to make a contribution towards all losses arising from a collision;

**"Centry"** means Centry Services Limited who is appointed by Baxendale as Claims Handling Agents;

**"Claim"** means a single loss or series of losses arising from one incident or event;

**"Exclusion"**: means something the policy does not cover as listed in the section entitled Exclusions'.

**"Electronic Equipment"** means but is not limited to computers, home entertainment systems, smart speakers, or and external hard drives;

**"Excluded Items"**: means specific items or things that the policy does not cover;

**"General Average"** means declaration by the shipping line calling for contributions for losses, costs, or expenses, including but not limited to salvage charges under the contract of affreightment;

**"Goods"** means items for non commercial use which are subject to the removal/storage services;

**"High Value Item"** means any item You have listed on the Proposal Form as being over £500 when Professionally Packed or over £250 when Owner Packed;



“**In writing**” includes email;

“**Limit of Cover**” the most We will pay in respect of a Claim;

“**Money**” means cash , bank and currency notes, cheques, travellers cheques, postal or money orders, bankers drafts, current postage stamps, saving stamps or certificates, bonds, premium bonds, luncheon vouchers, current travel tickets, season tickets, gift tokens, lottery tickets, trading stamps, gift vouchers and phone cards, stamps for the payment of television licences, gas or electricity bills;

“**Premium**” means the amount charged by Baxendale in return for providing cover including Insurance Premium Tax (IPT);

“**Pre-existing damage**” means damage to the Goods that is not transit or storage related including but not limited to wear and tear;

“**Policy**” means this policy as amended from time to time;

“**Proposal Form**” means the itemised cover form or the total value cover form completed by You showing the value of your Goods;

“**Services**” means transit storage or any services of whatever description provided by Anglo Pacific

“**Storage**” means the storage of the Goods by Anglo Pacific;

“**Storage Extensions**” means continuation of the Policy while the Goods are held in store;

“**Sum Insured**” means the maximum sum, together with any increases requested by You in writing as declared by You on the Proposal Form;

“**Terms**” means all terms, exceptions, conditions and limitations which apply to the Policy;

“**Total Loss**” means damaged beyond repair, damaged beyond economical repair, or damaged to such an extent that the Goods cannot fulfil their original function.

“**Transit**” means the period that the Goods are in the care custody and control of Anglo Pacific for the purpose of carrying out the Services;

“**We Us, or Our**” means the Baxendale Insurance Company Designated Activity Company;

“**You, Your**” means the customer of Anglo Pacific whose name appears on Anglo Pacific Shipping Instruction form and/or the owner of the Goods who is insured under this Policy.

## 2. Geographical Limits:

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The Policy will apply to Services provided by Anglo Pacific to You around the world.



## 3. Cover:

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Subject to You paying the Premium(s) invoiced by Anglo Pacific, We agree to provide cover on the Goods under the Terms of the Policy from the time the Goods come into the care and control of Anglo Pacific until they are redelivered to the destination address as notified by You.

No other terms or conditions or variations to the Terms shall apply without Our express written consent prior to the commencement of the Services.

## 4. Premiums:

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You agree to pay all Premiums.

If Your Goods are in Storage, You agree to pay the Premiums and Storage Extensions by direct debit or such other arrangement as Anglo Pacific may request from time to time.

You must keep Your Premium payments up to date.

If You make a Claim, We may deduct any outstanding Premiums due to Us before paying the Claim.

Failure to pay Premiums when requested may result in the cancellation of the Policy.

## 5. Sum Insured

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The Sum Insured declared by You on the Proposal Form must represent the full replacement value of all Your Goods as new at destination.

Our liability to You under this Policy shall not exceed the Sum Insured.

## 6. Underinsurance:

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If the Sum Insured is less than the full replacement cost of all Your Goods at destination, Your Claim may be reduced in proportion to the amount of under insurance. For example, if the Sum Insured is equal to 75% of the overall total amount needed to replace all the Goods We will pay You only 75% of Your quantified loss.

## 7. Duration of Cover:

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Subject to You paying the Premium(s), cover will commence when the Goods come into the care custody and control of Anglo Pacific for the purposes of Transit and or Storage. Cover will cease upon redelivery or when the Goods are collected from Anglo Pacific's premises by You or Your nominated agents or contractors.



## 8. Excluded Items

The Policy will not cover jewellery, watches, smart watches, sunglasses, precious stones, Money, coins, bullion, deeds, bonds, securities or stamp or medal collections or similar, furs with a value exceeding £100, perfumes, tobacco, cigars, cigarettes, beer wine or spirits, foodstuffs, medicines, drugs, perishable or corrosive goods, paints, pressurised containers, explosives, firearms, flammables, flat pack furniture, pornography, any illegally held item(s) livestock, animals, plants, mobile phones or tablets, memory sticks SD cards, information contained in any document, loss of use, loss of production, loss of amenity, loss of enjoyment or any other indirect or consequential loss.

## 9. Time limits for making a claim:

All Claims made under the Policy must be notified **in writing** to Anglo Pacific within the following time limits:

- a) within **30 (thirty) days** of delivery of the Goods, or in the case of non-delivery **30 (thirty) days** from the date the Goods should have been delivered;
- b) **at the time of collection** of the Goods, where the Goods have been collected from Anglo Pacific or their agents premises either by You in person or by your nominated agents or contractors;
- c) **at the time of delivery** of the Goods where Anglo Pacific have been instructed to deliver the Goods to a third party such as, but not limited to, a third party warehouse or self store.

Verbally advising Anglo Pacific at the time of delivery or by telephoning Anglo Pacific will not be acceptable notification under the Policy. It must be in writing.

**Failure to comply with these time limits could prejudice Us and may result in the Claim being declined by Us and all benefit under the Policy will be lost.**

**An extension to the time limit for reporting claims maybe agreed in writing prior to the commencement of the Services. Whether an extension is granted, the length of the extension, and the terms and conditions of any agreed extension, will be at Our discretion. We reserve the right to charge an additional premium in consideration for granting such extension.**

## 10. Making a Claim:

- a) You must notify Anglo Pacific In Writing if You wish to make a Claim under the Policy within the time limits stated above in Clause 9 above.
- b) When making a Claim for damage You should identify the Goods and describe the nature of the damage.



**Do not repair or dispose of any Goods that are damaged unless You have Our written approval or approval from Centry.**

- c) Where You are making a Claim for a missing item/Goods, You should identify the missing item/Goods on the packing list and Proposal Form and give a full description of the item/Goods.

Having submitted the list of Goods You wish to Claim for, You will then be required to confirm in writing the amount You are claiming for each item and the basis on which the amount is claimed.

## 11. Information:

To assist Centry deal with Your Claim, You maybe asked to provide information that is reasonably required to substantiate Your Claim and the amounts You are claiming.

You may be asked to make damaged Goods available for inspection either by Centry, or a third party appointed by Centry to assist in the Claim such as a restorer, loss adjuster, or expert.

You will only be asked for information relevant to Your Claim such as, but not limited to:

- Evidence in whatever form to support the amounts claimed;
- Written estimates,
- Receipts;
- Reports detailing the cause of damage,
- Third party correspondence;
- Photographs;
- Video footage;
- Proof of ownership;
- Valuations;
- Crime reference numbers;
- Dual insurance details;
- Operating manuals;
- Extended warranty/guarantee details;

You agree to provide information if it is requested. Failure to co-operate with reasonable requests for information may delay the processing of Your Claim and in some cases may result in Your Claim being declined.



You must tell Centry about any previous insurance related incidents that have involved the Goods which are subject to the Claim, including but not limited to fire, water damage, theft, accident or if they have been subject to a previous transit/ storage related Claim. Failure to disclose this information may invalidate your Claim.

Presentation of a fully quantified Claim must be submitted within 30 (thirty) days of initial notification of the Claim.

## 12. Duty to mitigate Your loss:

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In the event of loss or damage, which may give rise to a Claim under the Policy, You must take all reasonable measures to minimise and mitigate Your loss. This means that You must keep Your losses to a minimum. For example if an item gets wet, a delay in drying it out may affect the chances of restoring it.

## 13. Third parties:

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You agree to help Us pursue recovery (where applicable) against any third party who has caused the loss or damage to the Goods.

## 14. Misrepresentation:

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If You or anyone representing You:

- Provides Anglo Pacific/Centry or Us with misleading or incorrect information in relation to Your Claim;
- Provides false documents;
- Makes a Claim or part of any Claim that is fraudulent, false, or exaggerated;

We may:

- reject the Claim;
- reduce the amount of any settlement offered to You
- cancel or void (treat it as if it never existed) the Policy without refund of the Premium and apply a cancellation charge;

If fraud is identified We will:

- cancel or void (treat it as if it never existed) the Policy without refund of Your Premium and apply a cancellation charge;
- recover from You any costs We, Anglo Pacific or Centry have incurred in dealing with Your Claim;
- pass details to the law enforcement agencies



## **15. Basis of Settlement:**

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Centry have delegated authority to deal with Claims on Our behalf.

Centry/We can choose one of the following options to settle Your Claim:

- Pay You a cash settlement to cover the cost of repairs; or
- Arrange for repairs at Our cost; or
- Pay You a cash settlement to reflect the damage and any loss appearance;
- In the event of a Total Loss, replace the damaged item/Goods with an item/Goods of similar quality; or
- In the event of a Total Loss pay You a cash settlement for the Goods subject to the Claim so You can replace them with item(s) of a similar quality.

### Repair:

We will only pay for the repairs to damage caused in Transit or Storage. We will not pay to repair or restore Pre-existing damage.

Where the Goods can be economically repaired, they will not be considered to be a Total Loss and You cannot Claim for a new replacement.

We may, at Our option, pay You a sum to cover the cost of repair.

However, the amount We will pay You will not exceed the amount We would have had to pay Our preferred restorer.

Alternatively, at Our option, We may arrange to have the item/Goods repaired and We will pay a third party to carry out the repair.

### Replacement/Total Loss:

If the item/Goods cannot be economically repaired, the Goods will be considered to be a Total Loss and We may, at Our option either:

- pay You cash based on the full replacement cost of an item of similar quality; or
- if the Goods cannot be repaired or an equivalent replacement is not available, pay the nearest cash equivalent or current market value of the item at the time of the loss or damage.

Where We offer repair or replacement through a preferred supplier, but it is agreed that You will receive a cash settlement, then the amount We will pay You will not exceed the amount We would have had to pay Our preferred supplier

The basis of any settlement offer under this Policy is always at Our option.



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## Salvage:

If We agree to replace damaged Goods which are a Total Loss or pay You a cash settlement to purchase a replacement, the damaged Goods will become Our property and the Goods must be released to Anglo Pacific or Centry prior to the delivery of the replacement Goods or prior to the payment of any cash settlement.

If the Goods are not released to Anglo Pacific/Centry, the settlement will be reduced to reflect the fact that you have retained possession of the Goods.

## Clothing and linen:

Claims for household linen, clothing and footwear will not be subject to replacement as new. The age, quality, degree of use and market value of the items will be taken into consideration when settling the Claim.

## Matching pairs, sets or suites:

If You make a Claim for a lost or damaged item that forms part of a matching set or suite, We will pay You for the cost of repair or replacing the damaged or lost item only. We will not pay for any extra cost of altering or replacing any item or parts which are not lost or damaged and which form part of a set, suite, or other article of the same type, colour or design unless You decide to take out additional cover.

## Documents:

If documents have been lost or damaged, the basis of settlement will be limited to the value of the materials as stationery together with the clerical labour in writing the document. The limit for any one document will be £5.00 (five pounds) and the total limit for all documents will not exceed £100 (one hundred pounds) unless previously agreed in writing with Anglo Pacific before Transit or Storage commenced. Information contained in the document is not covered under the Policy.

## Electronic information, data or software:

We will pay You up to £50 for loss or damage to electronic information, data or software which You have bought or stored on Your Electronic Equipment and which has been lost as a direct result of physical loss or damage to Electronic Equipment. We will not pay the cost of remaking a file, tape or disc, or rewriting the information contained on the Electronic Equipment. The sum of £50 is applied per item of Electronic Equipment



## High value items:

High value items must be listed on the Anglo Pacific proposal form. If any item is not listed it will be assumed for the purpose of dealing with the Claim that the value is less than £500 when Professionally Packed or £250 when Owner Packed.

In the event of a claim for a High Value Item You may be asked to provide proof of its value and ownership. This evidence must be, but not limited to, a professional valuation or a purchase receipt or similar proof. Failure to provide this evidence could affect the outcome of the Claim.

Where it is alleged that an item/Goods has been stolen, it is a condition to making a Claim under this Policy, that You must report the matter to the police and provide us with the Crime reference number and contact details of the investigating officer or police station.

## Our limit:

The most We will pay for any Claim is the Sum Insured as declared by You on the Proposal Form.

## **16. Exclusions**

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We will not pay for:

1. loss or damage to any item that is **not listed** on the Itemised Cover Proposal Form;
2. Pre-existing damage;
3. loss or damage, costs or expenses that are attributable to Your wilful misconduct;
4. any Excluded Items;
5. loss or damage as a result of lack of maintenance;
6. creasing of clothes and linen;
7. loss or damage resulting from ordinary leakage, loss in weight or volume, ordinary wear and tear;
8. loss or damage including discolouration, arising from the nature of the Goods or any defect or inherent characteristic making Goods susceptible to damage due to transit and handling including but not limited to, vibration, temperature, or humidity,
9. loss or damage as a result of electrical or mechanical failure or derangement unless directly attributable to external physical damage.
10. reduction in value or depreciation arising from the damage or subsequent repairs or restoration. The Goods are insured on the understanding that they are non-commercial Goods for domestic use only and have not or will not be offered for sale.
11. indirect and consequential losses including but not limited to loss of earnings, time spent



making the claim, or travel time or other expenses;

12. Loss or damage caused by You, Your family, or any other persons such as but not limited to workmen, visitors or third parties instructed by You to carry out work on Your behalf on the Goods;
13. costs or expenses incurred by You in the preparation and submission of your Claim unless We have expressly approved such costs or expenses in writing before they are incurred such as, but not limited to, the cost of an engineers report or the cost of obtaining a written estimate for repair;
14. gradual deterioration, wear or tear, shrinkage or movement;
15. mould, mildew, fungus, changes in ambient temperature or changes in climatic conditions unless directly caused or resulting from ingress of water during Transit or Storage. Additional cover is available subject to an additional premium.
16. leakage of a liquid or substance from a bottle receptacle or container;
17. Goods which are packed or unpacked by You or others unless directly caused by fire, earthquake, volcanic eruption, or an accident to the carrying conveyance;
18. for the contents of cartons, cases, crates packages, trunks suitcases or similar packed by You or others;



## Owner packed waiver:

Upon payment by You of an additional Premium We agree to waive the Owner Packed exclusion subject to the following conditions:

- a) We will not be liable for owner packed Excluded Items;
- b) The additional Premium for the Owner packed Waiver must be paid before the Services commence;
- c) The waiver maybe withdrawn and cancelled if, in Anglo Pacific's reasonable opinion, the owner packed goods are not packed suitable packing materials or in a reasonable manner so as to minimise the risk of loss or damage;
- d) All fragile/electric items with a replacement value over £250 and bicycles over £750 must be crated/ply cased in order to be covered under this policy;
- e) The basis of any settlement made in regard to owner packed goods covered by the Policy will be in accordance with Condition 15 of the Policy;
- f) Unless individual box values are declared on the Proposal Form, settlement of any Claim will be calculated on a pro rata basis.

19. Goods or items seized or confiscated by police, customs, or government agencies';
20. Any process of cleaning, repairing, alteration or restoration;
21. Loss or damage caused by insects;
22. Loss or damage caused by vermin or any infestation;
23. Faulty design, manufacture, materials or inherent or apparent defect;
24. War, civil war, terrorism (including but not limited to nuclear and/or chemical and/or biological and /or radiological means) rebellion civil unrest or revolution;
25. Loss or damage directly or indirectly caused by radiation or contamination from nuclear fuel, nuclear waste, or ionising radiation;
26. Loss or damage caused by any weapon or device using atomic or nuclear fission or fission or radioactive force;
27. Pressure waves caused by but not limited to aircraft travelling at sub-sonic or super sonic speed;
28. Corruption of data caused by a computer virus.



## **17. General Average:**

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This Policy covers General Average and salvage charges, adjusted or determined according to the contract of affreightment, governing law, and or maritime practice, incurred to avoid or in connection with the avoidance of loss or the safety of the cargo, carrying vessel or both.

## **18. Both to blame collision clause:**

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This Policy covers against such proportion of liability You are asked to pay under the contract for affreightment "Both to blame collision" clause (the Clause).

In the event of a claim by the ship-owners under this clause You agree to notify Anglo Pacific/ Centry or Us and We will have the right at Our own expense to defend You against any claim arising under the clause.

## **19. Contract (Rights of Third Parties) Act 1999:**

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The provisions of the Contracts (Rights of Third Parties) Act 1999 do not apply to this Policy. This Policy does not confer any rights or benefits on any third parties and no third party can make a claim under the Policy or enforce any rights under the Policy. This clause does not affect Your rights under the Policy.

## **20. Governing law and jurisdiction:**

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Unless You and We agree differently in writing before the Services commence the law of England and Wales will apply.

If You live in England and Wales, the courts in England and Wales will have exclusive jurisdiction to deal with any dispute between You and Us.

If You live in Scotland the courts in Scotland will have exclusive jurisdiction to deal with any dispute between You and Us.