

These are the terms and conditions of insurance provided under an open cover effected by the Baxendale Insurance Company DAC (Baxendale) on behalf of Anglo Pacific International PLC and its subsidiaries (the Shipper).

#### **Misrepresentation**

It is your responsibility to take reasonable care not to make misrepresentation to the Shipper or Baxendale. This requirement includes (but is not limited to) a requirement to disclose to the Shipper or Baxendale if you are unable to comply with any term of this document and/ or the Valued Inventory. This insurance may be voidable in the event of your deliberate or reckless or careless misrepresentation that, without the misrepresentation, the insurer would not have entered into the contract at all or would have done so only with different terms. It is important that you ensure all statements you make on the Proposal Form, claim form and other documentation, are full and accurate. If any form is completed on your behalf, you should check that the answers shown to any questions are true and accurate before signing the document. If you are in any doubt about whether information is material, you should disclose it.

#### **Property insured**

Household Goods, Furniture and Personal Effects, Motor Vehicles/Boats/Caravans, Antiques or Objects of Art, and items of similar interest as declared on the Insurance Proposal form.

#### Period of cover

Cover applies from the time the Shipper 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.

## Validity of insurance

Completion and Acceptance of the Insurance Proposal constitute the basis of the contract between you and Baxendale.



### Insurance cover - owner packed goods

COVER A Against all Risks of loss and/or damage as per Institute Cargo Clauses A or Air (as applicable).

COVER B Loss & Theft cover only.

Premiums exclude Insurance Premium Tax at the current rate.

#### **Exclusions**

The policy excludes the following property: Jewellery, Watches, Precious Metals and Stones, Treasury Notes, Bullion, Money, Bonds, Deeds, Stamps, Medals, Securities or similar valuable items, Foodstuffs, Liquids, Drugs, Manuscripts, Documents, Electronic Data, Plants, Perishables, Furs exceeding £100, Animals, Birds or Fish.

The policy is subject to a Claims Excess of 1% of the total insured value subject to a minimum of £50 and a maximum of £200.

The policy excludes Loss or Damage caused by:

- 1. Wear and Tear and Gradual Deterioration, Leakage or Evaporation or from Perishable or Unstable Goods, Moth, Vermin or Similar Infestation, Rust, Mildew, Oxidisation, Discoloration, and/or any process of cleaning or repair or restoration.
- 2. Climatic or atmospheric conditions or extremes of temperature.
- 3. Consequential loss of any kind or description.
- 4. Mechanical or Electrical breakdown or derangement, unless there is evidence of external physical damage to the item concerned.
- Loss and/or erasure of electronically held data records.
- 6. Depreciation resulting from repairs, cleaning or restoration.
- 7. Delay, confiscation or detention of property by Customs or other Officials or Authorities.
- 8. Ionising radiations or radioactive contamination.
- 9. Chemical, Biological, Biochemical, ElectromagneticWeapons and Cyber Attack.
- 10. Scratching, denting and/or Chipping of a Motor Vehicle unless a pre-shipment Condition Report is completed prior to shipment and a post-shipment Condition Report is completed at destination.
- 11. Damage to a motor vehicle when driven under its own power unless incidental to loading/ unloading or loss or damage to accessories and/or removable items, unless lost with the vehicle.



12. For any goods in wardrobes, drawers or appliances, or in a package, bundle, carton case or other container not both packed and unpacked by The Shipper or the final delivery agent unless you pay the appropriate charge for Effects Packed by Owner. Loss or damage to china, glassware and fragile items unless they have been both professionally packed and unpacked by The Shipper or the final delivery agent, unless you pay the appropriate charge for Effects Packed by Owner.

### **Shipping charges**

Insurance is offered to cover the shipping charges in the event of a total loss of the whole consignment.

#### **Insurance terms, conditions & warranties**

Please thoroughly read the Summary of Insurance and the Insurance Product Information Document (IPID), Guide to International Transit Insurance and any associated terms and conditions shown on related documentation. Please ensure that you fully understand them and are able to follow their requirements exactly.

#### **Full value clause**

The property covered by this insurance must be insured to full replacement value at destination. If the property is under insured you will only be entitled to recover the proportion of the loss that the sum insured bears to the total value of the property.

## **High value clause**

Any item or set valued over £500 must be declared separately in the schedule and the value stated. Items or sets not declared will be deemed to have a value not greater than £500.

#### Pairs and sets clause

Where an item is part of a pair or set, the policy will only pay for the actual part(s) that is lost or damaged. No payment will be made for articles that are not lost or damaged.

### **Antiques & art clause**

The amount recoverable in respect of loss or damage to antiques or objects of art is limited to the cost of repair or the insured value, whichever is the lesser amount.



### **Fragile items**

The amount recoverable for loss or damage of fragile items detailed under the relevant category on the Insurance Proposal will be limited to the value declared or 40% of the total sum insured, whichever is the lesser amount. Cover against a greater content of Fragile Items is available on written request, subject to a detailed inventory and payment of an additional premium.

#### Other clauses

This insurance is subject to Institute War Clauses, Strikes Clauses, Riots and Civil Commotion Clauses, Extended Radioactive Contamination Exclusion Clause, Termination of Transit Clause (Terrorism), Chemical, Biological, Bio-chemical, Electromagnetic Weapons, and Cyber Attack Exclusion Clause, Classification Clause and Seaworthiness Clause. All Institute Clauses referred to wihin this insurance are the London Institute Clauses current at the date the cover commences.

#### **Claims notification**

In the event of loss or damage which may result in a claim under this policy immediate written notice should be given to The Shipper at their UK address. It is a condition of The Shippers' underwriter's liability under this Insurance that all items lost or damaged are notified within 30 days after delivery. Presentation of the claim in its entirety after notification will be in a timely fashion, not to exceed 30 days from the date of such notice.

## **English jurisdiction**

This insurance is subject to English Law and the exclusive jurisdiction of the English Courts.

## **Claims procedure**

You should supply the Shipper with your reference number and as many details as possible concerning your claim, including photographs of any damaged items and copies of any correspondence with carriers, hauliers, port authorities, airport authorities and/or the

final delivery agents. Claims documentation will be forwarded to you immediately. In the meantime you should attempt to obtain estimates where viable for repairs or replacement. In the event of short delivery of any packages or damage to the packages seen on arrival you should notify in writing the final delivery agents. In no circumstances, except under written protest, should you give a clean receipt where goods are in doubtful condition. The insurers will be at liberty to appoint a local representative if they see fit. Settlement can be offered based on the replacement cost, repair cost or cash compensation at insurers option.



### If you have a complaint:

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 manger.

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.



#### **Customer care**

Every attempt will be made by the Shipper to provide a high level of service to its customers taking advantage of this insurance. If you do need to make a claim under the insurance the claim should be reported to the Shipper in the first instance and we will pass the claim details to Centry Services Ltd, who are the insurers appointed claims handling agents. If you are dissatisfied with the way your insurance claim is dealt with you can escalate your complaint: Write to General Manager of Baxendale at the Baxendale Insurance Company DAC Third Floor The Metropolitan Building James Joyce Street Dublin 1 Republic of Ireland

### **Confidentiality & data protection**

All personal and sensitive information about our customers is treated as Private & Confidential. We will only use and disclose the information we have about private individuals in the normal course of arranging and administering their protection, and will not disclose any information to any other parties without their written consent. Unless we are notified of any changes we shall assume the personal and sensitive data we hold about our customers is correct, and may utilise that information to arrange additional insurance at the customer's request. Please see Shipper's Privacy Notice for more details.

Please note that a full copy of the policy wording is available on the Anglo Pacific website: www.anglopacific.co.uk. in the Guide to International Transit Insurance, or from our offices on request.