

OVERSEAS REMOVAL INSURANCE POLICY

FOR CUSTOMERS OF A LETTON PERCIVAL & CO LTD

**UNDERWRITTEN BY TOKIO MARINE KILN REGIONAL UNDERWRITING LIMITED ON BEHALF OF
TOKIO MARINE KILN SYNDICATE 510 AT LLOYD'S.**

INTRODUCTION

In return for the payment of the premium shown in the **Confirmation of Insurance**, We agree to insure **You** for the physical loss of or damage to **Your Household Goods and Personal Effects** and Vehicle (where applicable) during an **Insured Transit**, subject to the terms, conditions and exclusions set out in this insurance policy.

The **Confirmation of Insurance** includes a summary of the cover provided under this insurance policy and identifies the sections of the policy which are included within that cover. It also confirms the premium and any Excess.

This document, the **Confirmation of Insurance, Household Goods and Personal Effects Application Form, Inventory and Motor Vehicle In Transit Application** (where applicable), form **Your** insurance policy and must be read together.

Your insurance policy sets out the terms of the insurance contract between **You** and **Us** and should be kept in a safe place.

Please read all of the insurance documents carefully. **You** will note that this policy is arranged in different sections. It is important that:

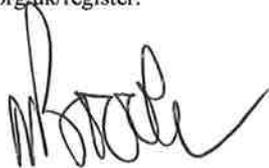
- **You** check that the cover **You** have requested is included in the **Confirmation of Insurance**;
- **You** check that the information **You** have given **Us** is accurate – please see the guidance notes set out in the **Household Goods and Personal Effects Application Form, Inventory and Motor Vehicle In Transit Application** (where applicable);
- **You** comply with **Your** duties under each applicable section and under the insurance policy as a whole.

In the event of a claim, it is essential that **You** comply with the Claims Procedures set out in Part 6 of this policy.

In the event that **You** wish to make a complaint, then the Complaints Procedure is set out in Part 7 of this policy.

Lloyd's of London are authorised and regulated by the Financial Conduct Authority (FCA) and the Prudential Regulation Authority (PRA) under the Financial Services and Markets Acts 2000. The written authority number SZ1400001A allows Tokio Marine Kiln Regional Underwriting Limited to sign and issue this insurance policy on behalf of Lloyd's Underwriters whose respective shares and syndicate numbers can be obtained by applying to Market Services, Lloyd's, One Lime Street, London EC3M 7HA.

Tokio Marine Kiln Regional Underwriting Limited is authorised and regulated by the Financial Conduct Authority. Details of Tokio Marine Kiln Regional Underwriting Limited may be checked on the Financial Services Register at www.fca.org.uk/register.



.....
Mike Brook

Regional Manager Cargo

Signed on behalf of Tokio Marine Kiln Regional Underwriting Limited

CONTENTS

PART	CONTENTS
1	DEFINITIONS.
2	HOUSEHOLD GOODS AND PERSONAL EFFECTS.
3	MOTOR VEHICLES.
4	GENERAL CONDITIONS.
5	GENERAL EXCLUSIONS.
6	CLAIMS PROCEDURES.
7	COMPLAINTS PROCEDURE.
8	CANCELLATION.

PART 1 - DEFINITIONS

This section defines the words contained within the insurance policy which have a special meaning.

Collections	Means a group of objects or items, including (without limitation) medals, coins, figurines, travellers samples and any other item that You collect
Confirmation of Insurance	Means the document entitled "Confirmation of Insurance" issued by A Letton Percival & Co Ltd and which forms part of this insurance policy
Constructive Total Loss	Means the situation where the cost of recovering and/or reconditioning and/or repairing and/or forwarding Your Household Goods and Personal Effects or Vehicle to the destination to which it is insured under this insurance policy would exceed its Insured Value.
Documents	Means a piece of written, printed or electronic matter that provides information or serves as an official record, including (without limitation) travel tickets, passports, driving licences, insurance policies and similar, national savings certificates, other certificates, premium bond stamps, papers and manuscripts of any kind
Excess	Has the meaning set out at Part 1, Specific Condition 3
Excluded Items	Means Collections, Documents, Jewellery and Money
General Average	Is a principle of maritime law where, in the event of an emergency, part of the vessel or cargo is sacrificed or expenses incurred in order to save the vessel, the loss is shared proportionately by all parties with a financial interest in the voyage, including both cargo owners and ship owners.
Household Goods and Personal Effects	Means Your possessions that are owned by You or in respect of which You have a legal responsibility and which are set out in the Inventory, but not including Excluded Items.
Household Goods and Personal Effects Application Form	Means the document entitled "Household Goods and Personal Effects Application Form" that You complete in order to apply for this insurance and which forms part of this insurance policy
Insured Transit	Means any shipment of Household Goods and Personal Effects or Vehicle that We agree to cover under this insurance policy from an agreed place of departure to an agreed place of destination.

Insured Value	Means the value of Your Household Goods and Personal Effects that You set out in the Inventory and which is agreed by Us and the value of Your Vehicle that You set out in the Motor Vehicle In Transit Insurance Application and which is agreed by Us
Inventory	Means the document entitled “Inventory” in which You list Your Household Goods and Personal Effects, together with the corresponding Insured Value, which You require Us to cover under this insurance and which forms part of this Insurance policy
Jewellery	Means small decorative items worn for personal adornment, including (without limitation) watches, precious stones, rings, necklaces, earrings, bracelets and brooches
Money	Means (without limitation) cash, coins, negotiable paper notes issued by a government, bank notes, cheques, money orders and postal orders
Motor Vehicle In Transit Insurance Application	Means the document entitled “Motor Vehicle In Transit Insurance Application” in which You provide details of the Vehicle you require Us to cover under this insurance and which forms part of this insurance policy
Terrorism	Means any act, including the use of force or violence or the threat thereof, by any person or group or persons (whether acting alone or on behalf of or in connection with any organisation or government) committed for political, religious, ideological or similar purposes (including the intention to influence any government or to put the public or any section of the public in fear)
Vehicle	Means the motor vehicle owned by You details of which are set out in the Motor Vehicle In Transit Insurance Application
You, Your	Means the person or persons named in the Household Goods and Personal Effects Application Form, Inventory, Conformation of Insurance and Motor Vehicle In Transit Insurance Application (where applicable), who takes out this insurance
War Risks	<ul style="list-style-type: none"> a) War; civil war; revolution, rebellion, insurrection b) Civil strife arising from (a) above c) Hostile act by or against a belligerent power d) Capture, seizure, arrest, restraint or detention arising from (a),(b) or (c) above e) Derelict mines, torpedoes, bombs or other derelict weapons of war
We, Us, Our	Means Tokio Marine Kiln Regional Underwriting Ltd on behalf of Tokio Marine Kiln Syndicate 510

PART 2 – HOUSEHOLD GOODS AND PERSONAL EFFECTS

Part 2 of this insurance policy includes various terms, conditions and exclusions which only apply to the insurance cover for **Your Household Goods and Personal Effects**.

Scope of Cover

1) What is Covered

This insurance policy covers physical loss of or damage to **Your Household Goods and Personal Effects** during an **Insured Transit**, in accordance with the terms of this insurance policy, during the period of cover set out at clause 2 (“Period of Cover”) below.

This insurance covers physical loss of or damage to **Your Household Goods and Personal Effects** caused by **War Risks** during an **Insured Transit**, in accordance with the terms of this insurance policy, and during the period of cover set out at clause 3 (“Period of Cover – **War Risks**) below.

This insurance policy also covers damage to **Your Household Goods and Personal Effects** caused by mechanical and/or electrical and/or electronic derangement (in accordance with Specific Condition 2 of Part 1) and damage to **Your Household Goods and Personal Effects** caused by mould and mildew.

This insurance policy does NOT cover the circumstances set out under the headings “Part 1 - Specific Exclusions “and “Part 4 – General Exclusions” below. Please read these exclusions carefully.

2) Period of Cover

Where **You** have employed the services of a professional removal company to pack **Your Household Goods and Personal Effects**, then cover under this insurance policy commences when the removal company employed by **You** starts to pack the **Household Goods and Personal Effects** for the purpose of the **Insured Transit**.

Where **You** have not employed the services of a professional removal company to pack **Your Household Goods and Personal Effects**, then cover under this insurance policy commences when **Your Household Goods and Personal Effects** are moved for the purpose of loading onto the carrying vehicle or into a shipping container for the commencement of the **Insured Transit**.

Cover continues during the ordinary course of transit (which shall include a period of storage up to a maximum of 30 days between the commencement of the **Insured Transit** and the time the goods arrive at the port or airport of embarkation) and terminates:

- (i) upon the expiry of 30 days storage after customs clearance prior to delivery to final destination; or
- (ii) upon the departure of the professional removal company at final destination;

whichever happens first.

This clause 2 (“Period of Cover”) does not apply to **War Risks**.

3) Period of Cover – War Risks

You are covered for physical loss of or damage to **Your Household Goods and Personal Effects** by **War Risks**.

Cover for **War Risks** commences from the time **Your Household Goods and Personal Effects** are loaded onto a vessel or aircraft for the purposes of an **Insured Transit** and terminates either:

- (i) on completion of unloading from the vessel or aircraft at the final port or airport at destination; or
- (ii) 15 days after the carrying vessel or aircraft arrives at the final port or airport of destination;

whichever happens first.

Specific Conditions

1) Pairs and Sets

We will NOT pay for the cost of replacing any undamaged item(s) which forms part of a set (other than a pair), suite or other item of a uniform nature, design or colour.

2) Mechanical and/or Electrical and/or Electronic Derangement

We will pay claims for damage caused by the mechanical and/or electrical and/or electronic derangement of any relevant **Household Goods and Personal Effects** that were less than five years old at the date of commencement of the **Insured Transit**.

However, it is a condition precedent that any such claim for damage caused by mechanical and/or electrical and/or electronic derangement is reported to A Letton Percival & Co Ltd within 3 days following either (i) the delivery of **Your Household Goods and Personal Effects** to a place of storage prior to final destination; or (ii) upon the departure of the professional removal company at final destination.

If **You** do not comply with this condition precedent then **Your** Derangement claim will NOT be paid by Us.

3) Excess

For all claims for physical loss of or damage to **Household Goods and Personal Effects**, **You** must pay the first £250 of each and every claim; this is called the “**Excess**”.

The standard **Excess** of £250 may be increased by Us and any such increase will be set out in the “**Confirmation of Insurance**” document issued by A Letton Percival & Co Ltd and shall apply to each and every claim under Part 2 of this insurance policy.

4) Replacement and Repair

We will pay claims for physical loss of or damage to any part or parts of a manufactured item covered under this insurance policy as part of **Your Household Goods and Personal Effects** during the **Insured Transit**, however, the amount We will pay will not exceed the cost of replacement or repair of such part or parts.

We will not be liable for duty unless duty is included within the **Insured Value**.

We will pay any carriage charges incurred by **You** when ordering the replacement part of parts and any cost of re(fitting) the replacement part or parts incurred by **You**.

We will NOT pay more than the **Insured Value** of the relevant item (as set out in the **Inventory**) under any circumstances.

Specific Exclusions

1) Where **You** have packed **Your Household Goods and Personal Effects**

We will not pay claims for physical loss of or damage to fragile goods, including without limitation, china, glass, earthenware, curios and pictures unless such loss or damage is caused by fire, theft or as a result of the carrying conveyance being involved in an accident, or physical loss of or damage or expense to any items caused by insufficiency or unsuitability of packing or preparation of **Your** goods to withstand the ordinary incidents of the **Insured Transit**.

2) Climatic Conditions

We will not pay claims for physical loss of or damage to **Your Household Goods and Personal Effects** caused by climatic or atmospheric conditions or extremes of temperature.

3) Excluded Items

We will not pay claims for physical loss of or damage to any **Excluded Items**.

4) Luggage

We will not pay claims for physical loss of or damage to luggage, trunks, suitcases or similar carrying containers unless such loss or damage is caused by fire, theft or as a result of the carrying conveyance being involved in an accident.

PART 3 – MOTOR VEHICLES

Part 3 of this insurance policy includes various terms, conditions and exclusions which only apply to the insurance cover for **Your Vehicle**.

Scope of Cover

1) What is covered

This insurance policy covers physical loss of or damage to **Your Vehicle** during an **Insured Transit** caused by

- (i) fire or explosion
- (ii) carrying vessel being stranded, grounded, sunk or capsized
- (iii) overturning or derailment of carrying **Vehicle**
- (iv) collision or contact of carrying vessel or conveyance with any external object other than water
- (v) unloading of **Your Vehicle** at a port of distress
- (vi) earthquake, volcanic eruption or lightning
- (vii) jettison or washing overboard
- (viii) entry of sea, lake or river water into the carrying vessel, hold, conveyance, container or place of storage
- (ix) theft or non-delivery at final destination

This insurance policy covers the total loss of the **Vehicle** caused by the **Vehicle** being dropped during loading on or unloading from the carrying vessel during an **Insured Transit**.

This insurance also covers physical loss of or damage to **Your Household Goods and Personal Effects** caused by **War Risks** during an **Insured Transit**, in accordance with the terms of this insurance policy, and during the period of cover set out at clause 3 (“Period of Cover – **War Risks**) below.

This insurance policy does NOT cover the matters set out below under the headings “Part 2 - Specific Exclusions“ and “Part 4 – General Exclusions”. Please read these exclusions carefully.

2) Period of Cover

Cover for **Your Vehicle** under this insurance policy commences from the time of delivery of **Your Vehicle** to the carrier at the place of loading for the commencement of the **Insured Transit** and continues during the ordinary course of transit (which shall include a period of storage up to a maximum of 30 days between the commencement of the **Insured Transit** and the time the goods arrive at the port or airport of embarkation) and terminates:

- (i) upon delivery of the **Vehicle** to **You** or **Your** agent at final destination or place of storage; or
- (ii) upon collection of the **Vehicle** by **You**; or
- (ii) upon the expiry of 30 days storage after customs clearance prior to delivery to final destination;

whichever happens first.

This clause 2 (“Period of Cover”) does not apply to **War Risks**.

3) Period of Cover – War Risks

You are Covered for the physical loss of or damage to **Your Vehicle** by **War Risks**.

Cover for **War Risks** commences from the time **Your Vehicle** is loaded onto a vessel or aircraft for the purposes of an **Insured Transit** and terminates either:

- (i) on completion of unloading from the vessel or aircraft at the final port or airport of destination; or

(ii) 15 days after the carrying vessel or aircraft arrives at the final port or airport of destination;

whichever happens first.

Specific Conditions

1) Replacement and Repair

We will pay claims for physical loss of or damage to any part or parts of the **Vehicle** caused by one or more of the circumstances set out at clause 1 (“What is Covered”) above during the **Insured Transit**, however, the amount We will pay will not exceed the cost of replacement or repair of such part or parts.

We will not be liable for duty unless duty is included within the **Insured Value**.

We will pay any carriage charges incurred by **You** when ordering the replacement part or parts and any cost of re(fitting) the replacement part or parts incurred by **You**.

We will NOT pay more than the **Insured Value** of the **Vehicle** under any circumstances.

2) Excess

No **Excess** applies to any claim for physical loss of or damage to a **Vehicle**.

Specific Exclusions

1) Vehicle Moving under Own Power or Towed

This insurance policy does NOT cover **You** or the **Vehicle** whilst the **Vehicle** is moving under its own power or whilst it is being towed.

We will cover **You** for physical loss of or damage to the **Vehicle** whilst it is moving under its own power or whilst it is being towed for the purpose of loading on or unloading from the carrying conveyance only.

PART 4 – GENERAL CONDITIONS

Part 4 includes various conditions which apply to the entire insurance policy.

1) Under Insurance

The **Insured Value** of all **Household Goods and Personal Effects** or **Vehicle** must comply with the Basis of Valuation as set out at General Condition 16 of this Part 3. If at the time of loss or damage any **Insured Value** is less than the Basis of Valuation then any corresponding claim will only be paid in proportion. An example of the Under Insurance adjustment is set out below.

Insured Value: GBP20,000

Correct Value under the Basis of Valuation provision: GBP25,000

The **Insured Value** is only 80% of the correct valuation.

Claim submitted in the sum of GBP2,000.

The amount payable is 80% of GBP2,000 which equates to GBP1,600 less the **Excess**.

2) General Average

We will pay **General Average** or salvage charges which are incurred to avoid or to try and avoid loss covered under this insurance policy.

We will NOT pay **General Average** or salvage charges which are incurred to avoid or to try and avoid loss caused by any circumstances that are excluded under this insurance policy.

3) Replacement by Air

Where there is physical loss of or damage to **Household Goods and Personal Effects** or **Vehicle** and such loss or damage is covered under this insurance policy and **You** can demonstrate to our satisfaction the necessity to arrange for replacement items or parts to be shipped by air, then We will pay the additional cost of the air carriage, notwithstanding that the **Household Goods and Personal Effects** or **Vehicle** were not originally carried by air.

Our liability to pay the additional cost of air carriage under this General Condition 3 will NOT exceed twice the original sea freight charges.

However, if the lost or damaged **Household Goods and Personal Effects** or **Vehicle** is an actual total loss or a **Constructive Total Loss**, then We will only pay the **Insured Value** of such lost or damaged **Household Goods and Personal Effects** or **Vehicle** and We will not pay any air carriage costs.

4) Terrorism Cover

We will pay claims for physical loss of or damage to **Household Goods and Personal Effects** or **Vehicle** caused by **Terrorism** during the ordinary course of transit.

We will NOT pay claims for physical loss of or damage to **Household Goods and Personal Effects** or **Vehicle** caused by **Terrorism** during any period of storage that may otherwise be covered under this insurance policy without the prior agreement of A Letton Percival & Co Ltd or Us.

5) Contracts (Rights of Third Parties) Act 1999

The provisions of the Contracts (Rights of Third Parties) Act 1999 do not apply to this insurance policy and this insurance policy does not extend to cover or otherwise benefit any third party.

A third party is not entitled to enforce any term of this insurance policy. However, this clause does not affect **Your** rights or the rights of any loss payee.

6) Several Liability Notice

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

7) Termination of the Contract of Carriage

If owing to circumstances beyond **Your** control either the contract of carriage is terminated at a port or place other than the destination named in this insurance policy or the transit is otherwise terminated before **Your Household Goods and Personal Effects** or **Vehicle** are unloaded from the carrying conveyance, as provided for in the "Period of Cover" clauses under Parts 1 and 2 of this insurance policy, then this insurance shall also terminate unless notice is given to A Letton Percival & Co Ltd as soon as reasonably possible and continuation of cover is requested when this insurance shall remain in force, subject to an additional premium if required by Us, either

(i) until **Your Household Goods and Personal Effects** or **Vehicle** is delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after arrival of **Your Household Goods and Personal Effects** or **Vehicle** at such port or place, whichever shall first occur.

or

(ii) if **Your Household Goods and Personal Effects** or **Vehicle** is forwarded within the said period of 60 days (or any extension is agreed by Us or A Letton Percival & Co Ltd) to the destination named in this insurance policy or to any other destination, until terminated in accordance with the "Period of Cover" clauses under Parts 1 and 2 of this insurance policy.

8) Change of Voyage

Where **You** change the final destination of **Your Household Goods and Personal Effects** or **Vehicle** after cover under this insurance policy has commenced, **You** must notify A Letton Percival & Co Ltd as soon as reasonably possible for rates and terms to be agreed. Should loss or damage to **Your Household Goods and Personal Effects** or **Vehicle** occur prior to such agreement then We may provide cover but only if cover would have been available at a reasonable commercial market rate on reasonable market terms.

Where the **Insured Transit** of **Your Household Goods and Personal Effects** or **Vehicle** has commenced in accordance with the "Period of Cover" clauses under Parts 1 and 2 of this insurance policy, but, without **Your** knowledge the vessel proceeds to another destination, this insurance will nevertheless be deemed to have attached at the commencement of such **Insured Transit**.

9) Insurable Interest

We will only pay claims if **You** have an insurable interest in the **Household Goods and Personal Effects** or **Vehicle** at the time of the physical loss of or damage.

We will pay claims that are covered under the terms of this insurance policy even if such loss or damage occurs before the contract of insurance was concluded, unless **You** were aware of the loss or damage and We or A Letton Percival & Co Ltd were not.

10) Forwarding Charges

Where, as a result of the operation of a peril covered by this insurance policy, the **Insured Transit** is terminated at a port or place other than that to which **Your Household Goods and Personal Effects** or **Vehicle** is covered under this insurance, We will pay any extra charges that **You** properly and reasonably incur in unloading, storing and forwarding **Your Household Goods and Personal Effects** or **Vehicle** to the destination to which it is covered under this insurance policy.

This General Condition 10 does not apply to **General Average** or salvage charges, and is subject to the General Exclusions set out in Part 4 of this insurance policy. In addition, We will NOT pay charges arising from **Your** fault, negligence, insolvency or financial default.

11) Constructive Total Loss

We will NOT pay claims for **Constructive Total Loss** unless **Your Household Goods and Personal Effects** or **Vehicle** is reasonably abandoned either on account of its actual total loss appearing to be unavoidable or because the cost of recovering,

reconditioning, repairing or forwarding **Your Household Goods and Personal Effects** or **Vehicle** to the destination to which it is insured under this insurance policy would exceed its **Insured Value** on arrival.

12) Duty to Mitigate and Protect Rights Against Third Parties

You are required to take such measures as may be reasonable for the purpose of averting or minimising any loss or damage covered under this insurance policy.

You must ensure that all rights against carriers any professional removal company or other third parties are properly preserved and exercised.

If **You** comply with the obligations under this General Condition 12, We will, in addition to any loss or damage recoverable under this insurance policy, reimburse **You** for any charges properly and reasonably incurred by **You** in pursuance of the duties under this General Condition 12.

13) Waiver

Any steps taken by **You** or **Us** with the object of saving, protecting or recovering **Your Household Goods and Personal Effects** or **Vehicle** shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice **Your** or **Our** rights.

14) Warranty of Seaworthiness

We will waive any breach of the implied warranties of seaworthiness of the carrying vessel and fitness of the vessel to carry **Your Household Goods and Personal Effects** or **Vehicle** to destination.

15) Law and Jurisdiction

Unless it has been agreed otherwise between both parties, the language of the Policy and all communications relating to it will be in English and this contract of insurance will be governed by the law of England and Wales and any disputes arising in connection with this insurance will be submitted to the exclusive jurisdiction of the English courts.

16) Basis of Valuation

In the event of physical loss of or damage to **Your Household Good and Personal Effects** or **Vehicle** (and subject to the terms of this insurance policy), We will pay claims on the following basis:

Type of Items	Basis of Valuation
Garden Furniture and Tools	The cost of repair or in the event of replacement, the market value of the item in its condition at the commencement of the Insured Transit
Antiques and Artwork	The cost of repair or in the event of replacement, the market value of the item in its condition at the commencement of the Insured Transit , which shall be determined by an independent valuer
All other Household Goods and Personal Effects	The cost of repair or in the event of replacement, the new replacement cost in the country of destination
Vehicle	The cost of repair or in the event of replacement, the market value of the Vehicle at destination in its condition at the commencement of the Insured Transit

In no circumstances will We pay more than the **Insured Value** as set out in the **Inventory** and the **Motor Vehicle In Transit Insurance Application**.

17) Data Protection Act 1998

Any information **You** have provided will be processed by Us, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims or complaints, if any, which may necessitate providing such information to other parties.

18) Sanctions Laws

We shall not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

19) Fraud Prevention

We may seek information from other insurers and information agencies to check the information **You** may have supplied and We may provide information You have supplied to other insurers for the same purpose.

If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies. We and other organisations may also access and use this information to prevent fraud and money laundering, for example, when:

- Recovering debt
- Checking details on proposals and claims

20) Total Loss

In the event of the total loss of **Your Household Goods and Personal Effects** or **Vehicle** during the **Insured Transit**, We will pay the **Insured Value** of the **Household Goods and Personal Effects** or **Vehicle** in accordance with the terms of this insurance policy and We will also pay the freight charges incurred by **You** in respect of the **Insured Transit**.

PART 5 – GENERAL EXCLUSIONS

Part 5 includes various exclusions which apply to the entire insurance policy.

1) We will not pay claims arising out of:

(i) loss, damage or expense attributable to **Your** wilful misconduct;

(ii) ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of **Your Household Goods and Personal Effects** or **Vehicle**;

(iii) loss, damage or expense caused by unsuitability of packing or preparation of **Your Household Goods and Personal Effects** or **Vehicle** to withstand the ordinary incidents of the **Insured Transit** where such packing or preparation is carried out by **You** (for the purpose of this clause “packing” shall be deemed to also include stowage in a container or **Vehicle** if applicable);

(iv) loss, damage or expense caused by inherent vice or the nature of **Your Household Goods and Personal Effects** or **Vehicle**;

(v) loss, damage or expense caused by delay, even though the delay be caused by a risk insured against, although this exclusion does not apply to **General Average** or salvage charges;

(vi) loss, damage or expense directly or indirectly caused by or arising from the use of any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction of radioactive force or matter;

(vii) loss, damage or expense caused by the delay, confiscation or detention of **Your Household Goods and Personal Effects** or **Vehicle** by customs or other government officials, agents, authorities or similar;

(viii) loss, damage or expense caused by or arising from wear or tear, moth, vermin or gradual deterioration of **Your Household Goods and Personal Effects** or **Vehicle**.

2) Depreciation

We will pay the reasonable cost of repair of any damaged **Household Goods and Personal Effects** or **Vehicle** covered under this insurance policy, but We will NOT pay any claims for depreciation or loss of use or similar.

3) Data Recovery

We will NOT pay claims for the cost of recovering or replacing computer data or applications or software.

4) Sanction Limitation and Exclusion

We do not cover and we will NOT pay any claim or provide any benefit under this insurance policy that would expose Us to any sanction, prohibition or restriction under United Nations Resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

5) Radioactive Contamination, Chemical, Biological, Bio-chemical and Electromagnetic Weapons Exclusion

This clause shall take priority over any inconsistent term, condition or provision contained in this insurance policy

We do NOT cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from:

(i) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;

(ii) the radioactive, toxic, explosive or other hazardous or contamination properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;

(iii) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;

(iv) 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;

(v) any chemical, biological, bio-chemical, or electromagnetic weapon.

6) Cyber Attack Exclusion

We do NOT 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 of any other electronic system.

However, this exclusion will not operate to exclude losses (which would otherwise be covered under this insurance policy) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

7) Dishonest or Exaggerated Claim

If **You** or anyone acting for **You** makes a claim under this insurance policy knowing the claim to be dishonest or exaggerated in any respect, We will not pay the claim and all cover under this insurance policy will cease immediately.

PART 6 – CLAIMS PROCEDURES

Part 6 of this insurance policy represents a brief summary of what is expected of **You** when making a claim and what **You** can expect from Us.

Household Goods and Personal Effects

At the time of Delivery of Your Household Goods and Personal Effects, You must:

1. count the number of boxes and compare **Your** tally against the professional removal company's ("Remover") Packing List and carry out a visual check to identify any outward signs of damage before signing for the goods;
2. note any discrepancies on the Delivery Note or the Packing List. If there is no opportunity to inspect the goods, that must be noted on the document;
3. contact the Remover straight away if there are any boxes or items missing and ask them to arrange a search of their premises.

These steps must be followed if **Your** claim is to be accepted by Us.

After Delivery of Your Household Goods and Personal Effects, You must:

1. unpack and test all electrical equipment that qualifies for mechanical, electrical or electronic derangement cover within 3 days of delivery and notify A Letton Percival & Co Ltd at claims@lettonpercival.co.uk of any damage.
2. open all boxes and check all items within 7 days of delivery and notify A Letton Percival & Co Ltd at claims@lettonpercival.co.uk of any potential claim and provide details of any loss or damage.
3. email the Remover and hold them responsible for any loss or damage within 7 days of delivery and send a copy of **Your** written claim to A Letton Percival & Co Ltd at claims@lettonpercival.co.uk.
4. provide a list of lost or damaged items within 30 days of delivery to A Letton Percival & Co Ltd at claims@lettonpercival.co.uk. Any item not included in the list will not be accepted as part of **Your** claim.

Claims Settlement

Provided the **Insured Values** are correct, valid claims will be settled at Our discretion by:-

- Reimbursing against receipts, the reasonable cost of repair for those items which can be economically repaired, and/or
- paying a cash allowance in respect of damaged items retained unrepaired by **You**;

but where a repair cannot be effected economically or in the event of loss; by

- replacing the lost or damaged items, and/or
- reimbursing, against receipts, the reasonable cost of replacement.

If the total amount of the claim is significant, We will settle directly with third party suppliers/repairers or We will make a partial payment on account to **You**, with the balance settled on presentation of receipts or receipted invoices.

Once your Claim is agreed

Our preference in the interests of security and speed is to pay via bank transfer which will usually be processed within 7 days of **Your** claim being agreed.

Motor Vehicles

Handover at Destination

1. At the time of handover of **Your Vehicle** at destination and before signing for it, **You** must:-
 - a) carry out a visual check to identify any outward signs of damage,
 - b) check that any contents (tools, accessories etc) are present and undamaged,
 - c) start the engine and check that all switches, devices, air conditioning and similar equipment are functioning normally.
2. Any discrepancies must be noted on the Document **You** are asked to sign to acknowledge handover. If there is no opportunity to inspect the **Vehicle**, that must be noted on the document.
3. If there are any items missing, please ask the Remover or freight forwarder to arrange a search of their premises.

These steps must be followed if **Your** claim is to be accepted by Us.

After Delivery of Your Vehicle:

- 1) if **You** believe that the discrepancies are the result of an insured peril, as defined in Part 2 of this insurance policy (Scope of Cover - Motor **Vehicles**), within 7 days of handover, **You** must:
 - (a) advise A Letton Percival & Co Ltd of a potential claim by emailing details of the loss or damage to claims@lettonpercival.co.uk; and
 - (b) email the Remover or freight forwarder and hold them responsible for any loss or damage, and copy that email to A Letton Percival & Co Ltd at claims@lettonpercival.co.uk.
- 2) We will then decide whether an inspection is required and We will advise **You** of the next steps.

Claims Settlement

Provided the **Insured Value** is correct, valid claims will be settled at Our discretion by:-

- reimbursing, against receipts, the cost of repair agreed between Us where the **Vehicle** can be economically repaired, and/or
- reimbursing, against receipts, the reasonable cost of replacing lost or destroyed items, and/or
- paying a cash allowance in respect of damaged items retained unrepaired by **You**.

If the total amount of the claim is significant, We will settle directly with third party suppliers/repairers or We will make a partial payment on account to **You**, with the balance settled on presentation of receipts or received invoices.

Once Your Claim is agreed

Our preference in the interests of security and speed is to pay via bank transfer which will usually be processed within 7 days of **Your** claim being agreed.

PART 7 – COMPLAINTS PROCEDURE

We aim to provide an excellent standard of service to Our customers for all underwriting and claims matters. However, if **You** have a complaint regarding this insurance please take the following steps in order that **Your** complaint can be dealt with promptly:-

1) **Your** complaint will be accepted at any time during the insurance process either orally or in writing by letter, fax or email to:-

Mr Mike Brook

Regional Manager Cargo

Tokio Marine Kiln Regional Underwriting Limited,

9th Floor,

York House,

York Street,

Manchester.

M2 3BB

Tel: +44 (0) 161 393 6670

E-Mail: michael.brook@tokiomarinekiln.com

Or

Mr John Leaver

Director,

A Letton Percival & Co Ltd,

The Old Malthouse,

Trueman Street,

Liverpool

L3 2BA

Tel: +44 (0) 151 236 4568

Fax: +44 (0) 151 255 0288

E-Mail: john.leaver@lettonpercival.co.uk

2) **Your** complaint will be acknowledged within 5 Business Days of receipt and **You** will be advised which senior person will be dealing with **Your** complaint and when **You** can expect to receive a response (if We are unable to give **you** an immediate response).

3) If We receive a complaint, which does not relate to any general insurance activity related service that We have provided or should more appropriately be referred to another organisation, We will advise **You** in writing within 5 Business Days of receipt of the complaint and, where possible, provide **You** with details of whom the complaint should be redirected to.

4) If We are unable to respond to **Your** complaint immediately (see para 2 above) We will respond in writing within 20 Business Days of receipt of **Your** Complaint, unless the complaint is sufficiently complicated to warrant longer investigation or it requires review of information outstanding from a third party, in which case **You** will be advised accordingly.

5) Our final response to **Your** complaint will either: -

(i) accept the complaint and offer compensation, where appropriate, or other form of redress.

(ii) reject the complaint, giving full reasons for doing so.

or

(iii) be a combination of (i) and (ii).

6) If at any time **You** are dissatisfied with Our handling of **Your** complaint, **You** can refer the matter to the Complaints Department at Lloyd's, as follows: -

Policyholder & Market Assistance,

Lloyd's Market Services,

G6/86 One Lime Street,

London.

EC3M 7HA

Telephone Number: 0207 327 5693.

Fax Number: 0207 327 5225

E-Mail: complaints@lloyds.com

Finally, if the complaint cannot be resolved to **Your** satisfaction by our internal complaints procedures or Lloyd's Complaints Department and if **You** are eligible, **You** may refer the matter to the Financial Ombudsman Service at:

Exchange Tower

London

E14 9SR

Telephone: 0800 0234 567 [free calls from landline phone numbers] or

Telephone: 0300 123 9123 [free calls from some mobile networks]

Website www.financial-ombudsman.org.uk

E-mail Complaint.info@financial-ombudsman.org.uk

Financial Services Compensation Scheme

Tokio Marine Kiln Regional Underwriting Limited is covered by the Financial Services Compensation Scheme (FSCS). If we fail to carry out our responsibilities under this policy, **You** may be entitled to compensation from the Financial Services Compensation Scheme. Information about this scheme is available at www.fscs.org.uk or by phone on **0207 741 4100**.

PART 8 – CANCELLATION

If You no longer wish to take up the insurance or the enclosed documents do not meet your requirements please contact A Letton Percival & Co Ltd immediately. You have the right to cancel your policy up to 7 days after receipt of documents for which insurers are permitted to make a charge for the time on risk and any associated administrative costs.

We are entitled to cancel this policy by giving **You** notice in writing. However, **We** will only do this for a valid reason, which shall include (without limitation):

- (i) the non-payment of premium;
- (ii) a change in risk occurring which means that **We** can no longer provide **You** with the insurance cover.
- (iii) non-cooperation or failure to provide any information or documentation **We** or A Letton Percival & Co Ltd request

Any refund of premium due to **You** will depend on how long this policy has been in force and whether **You** have made a claim.