

**OVERSEAS REMOVAL INSURANCE POLICY**

**FOR CUSTOMERS OF A LETTON PERCIVAL & CO LTD**

**UNDERWRITTEN BY A LETTON PERCIVAL & CO LTD ON BEHALF OF TOKIO MARINE KILN  
INSURANCE LIMITED.**

**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 note that this insurance policy contains terms specific to marine insurance. If **You** do not understand any term then please refer to **Us** or to A Letton Percival & Co Ltd.

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, **You** must 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.

A Letton Percival & Co Ltd and Tokio Marine Kiln Insurance Limited are authorised and regulated by the Financial Conduct Authority. Details of A Letton Percival & Co Ltd and Tokio Marine Kiln Insurance Limited may be checked on the Financial Services Register at [www.fca.org.uk/register](http://www.fca.org.uk/register).



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**A Letton Percival & Co Ltd**

**Signed on behalf of Tokio Marine Kiln Insurance Limited**

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## PART 1 - DEFINITIONS

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

|                                  |   |
|----------------------------------|---|
| <b>Actual Total Loss</b>         | Means where <b>Household Goods and Personal Effects</b> or <b>Vehicle</b> are totally destroyed or are damaged to such an extent that they cannot be recovered or repaired or where <b>You</b> are irretrievably deprived of them.  |
| <b>Collections</b>               | Means a group of objects or items, including (without limitation) medals, coins, figurines, travellers samples and any other item that <b>You</b> collect.  |
| <b>Confirmation of Insurance</b> | Means the document entitled “ <b>Confirmation of Insurance</b> ” issued by A Letton Percival & Co Ltd and which forms part of this insurance policy.  |
| <b>Constructive Total Loss</b>   | <p>Means the situation where the cost of recovering and/or reconditioning and/or repairing and/or forwarding <b>Your Household Goods and Personal Effects</b> or <b>Vehicle</b> to the destination to which it is insured under this insurance policy would exceed its <b>Insured Value</b>.</p> <p>For example, if an item with an <b>Insured Value</b> of £100 was damaged during the <b>Insured Transit</b> (by a peril covered by this policy) and the cost of repair was £120, then the item would be deemed a <b>Constructive Total Loss</b>.</p> |
| <b>Depreciation</b>              | Means a decrease or loss in value.  |
| <b>Documents</b>                 | 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.   |
| <b>Domestic Tools</b>            | Means any tools that <b>You</b> use within <b>Your</b> household and are not needed in order to do <b>Your</b> job.   |
| <b>Excess</b>                    | Means the first £100 of each and every claim under Part 2 of this insurance policy that <b>You</b> must pay, or any other amount set out in the “ <b>Confirmation of Insurance</b> ” document issued by A Letton Percival & Co Ltd that <b>You</b> must pay.  |
| <b>Excluded Items</b>            | <ul style="list-style-type: none"> <li>a) <b>Collections.</b></li> <li>b) <b>Documents.</b></li> <li>c) <b>Jewellery.</b></li> <li>d) <b>Money.</b></li> <li>e) <b>Tools of Trade.</b></li> <li>f) <b>Domestic Tools</b> exceeding £1,000 in total and/or £100 per item, pair and/or set.</li> </ul>  |
| <b>General Average</b>           | Is a principle of maritime law where, in the event of an emergency, part of the vessel or cargo is sacrificed or expenses incurred to save the vessel and cargo (or remainder of the cargo), and such loss is shared proportionately by all parties with a financial interest in the voyage, including both cargo owners and ship owners.   |

|  |   |
|--|---|
| <b>Household Goods and Personal Effects</b>                  | Means <b>Your</b> possessions that are owned by <b>You</b> or in respect of which <b>You</b> have a legal responsibility and which are set out in the <b>Inventory</b> , but not including <b>Excluded Items</b> .  |
| <b>Household Goods and Personal Effects Application Form</b> | Means the document entitled “Household Goods and Personal Effects Application Form” that <b>You</b> complete in order to apply for this insurance and which forms part of this insurance policy.  |
| <b>Important Condition</b>                                   | Is a very important term of the policy that <b>You</b> must fully and strictly comply with. <b>We</b> are not required to pay any claim or part of any claim, as applicable, in the event <b>You</b> fail to comply with an <b>Important Condition</b> that is relevant to the claim.<br><br>The insurance policy contains an <b>Important Condition</b> at Specific Condition 2 of Part 2. |
| <b>Inherent Vice</b>   | Means loss, damage or expense caused by the natural behaviour of the item in the ordinary course of the contemplated transit without the intervention of any external accident or casualty.   |
| <b>Insured Transit</b>                                       | Means any shipment of <b>Household Goods and Personal Effects</b> or <b>Vehicle</b> that <b>We</b> agree to cover under this insurance policy from an agreed place of departure to an agreed place of destination.  |
| <b>Insured Value</b>   | Means the value of <b>Your Household Goods and Personal Effects</b> that <b>You</b> set out in the <b>Inventory</b> and which is agreed by <b>Us</b> and the value of <b>Your Vehicle</b> that <b>You</b> set out in the <b>Motor Vehicle In Transit Insurance Application</b> and which is agreed by <b>Us</b> .   |
| <b>Inventory</b>   | Means the document entitled “Inventory” in which <b>You</b> list <b>Your Household Goods and Personal Effects</b> , together with the corresponding <b>Insured Value</b> , which <b>You</b> require <b>Us</b> to cover under this insurance and which forms part of this insurance policy.  |
| <b>Jewellery</b>   | Means small decorative items worn for personal adornment, including (without limitation) watches, precious stones, rings, necklaces, earrings, bracelets and brooches.  |
| <b>Money</b>   | Means (without limitation) cash, coins, negotiable paper notes issued by a government, bank notes, cheques, money orders and postal orders.   |
| <b>Motor Vehicle In Transit Insurance Application</b>        | Means the document entitled “Motor Vehicle In Transit Insurance Application” in which <b>You</b> provide details of the <b>Vehicle</b> <b>You</b> require <b>Us</b> to cover under this insurance and which forms part of this insurance policy.  |

|                        |  |
|------------------------|--|
| <b>Pair</b>            | Means an item consisting of two joined or corresponding parts not used separately. For example, a pair of shoes or a suit.   |
| <b>Quotation</b>       | Means the email entitled “Overseas Removals Insurance Quotation” sent by A Letton Percival & Co Ltd, which sets out a summary of the terms proposed by <b>Us</b> for acceptance in writing by <b>You</b> .   |
| <b>Salvage Charges</b> | Are the reward paid to a party (salvor) under maritime law who provides services (outside of a contract) to recover or preserve property in danger at sea.   |
| <b>Set / Suite</b>     | Means an item comprising a group or collection of objects of a uniform nature, design or colour (other than a <b>Pair</b> ). For example, a set of dining chairs or a three piece suite.   |
| <b>Terrorism</b>       | Means any act, including the use of force or violence or the threat thereof, by any person or group of 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).        |
| <b>Tools of Trade</b>  | Means any tools that <b>You</b> need in order to do <b>Your</b> job.   |
| <b>Total Loss</b>      | Means an <b>Actual Total Loss</b> or a <b>Constructive Total Loss</b> .  |
| <b>Vehicle</b>         | Means the motor vehicle owned by <b>You</b> details of which are set out in the <b>Motor Vehicle In Transit Insurance Application</b> .  |
| <b>You, Your</b>       | Means the person or persons named in the <b>Household Goods and Personal Effects Application Form, Inventory, Confirmation of Insurance</b> and <b>Motor Vehicle In Transit Insurance Application</b> (where applicable), who takes out this insurance.  |
| <b>War Risks</b>       | <ul style="list-style-type: none"> <li>a) War; civil war; revolution, rebellion, insurrection.</li> <li>b) Civil strife arising from (a) above.</li> <li>c) Hostile act by or against a belligerent power.</li> <li>d) Capture, seizure, arrest, restraint or detainment arising from (a), (b) or (c) above.</li> <li>e) Derelict mines, torpedoes, bombs or other derelict weapons of war.</li> </ul> |
| <b>We, Us, Our</b>     | Means Tokio Marine Kiln Insurance Limited.   |

## 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 2) 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 2 - Specific Exclusions “and “Part 5 – 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 90 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 comprising a group or collection of objects 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 an **Important Condition** that any such claim for damage caused by mechanical and/or electrical and/or electronic derangement is reported to Tokio Marine Kiln Insurance Limited at [sophie.richards@tokiomarinekiln.com](mailto:sophie.richards@tokiomarinekiln.com) within 7 days following the earlier of 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 **Important Condition** 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 £100 of each and every claim; this is called the “**Excess**”

Any change to the standard **Excess** of £100 will be set out in the “**Quotation**” issued by A Letton Percival & Co Ltd for **Your** approval. Upon **Your** acceptance in writing of the **Quotation**, the **Excess**, which will then be set out in the “**Confirmation of Insurance**”, 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 pay any carriage charges within the country of destination incurred by **You** in respect of 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 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.

### 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.

This exclusion does not apply to physical loss or damage to **Your Household Goods and Personal Effects** caused by rainwater.

### 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 Vehicle** 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 3 - Specific Exclusions“ and “Part 5 – 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 pay 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.

## 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 4. 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 **Our** prior agreement.

### 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. This means that 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 2 and 3 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**) 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 2 and 3 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 2 and 3 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 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 named in this insurance policy.

**You** must comply with General Condition 7 above if **You** require **Your Household Goods and Personal Effects** or **Vehicle** to be covered under this policy during any such unloading, storage or forwarding to the destination named in 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 5 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

**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.

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

The Marine Insurance Act 1906 (the "Act") may apply automatically to this insurance policy by operation of law. In the event that the Act does so apply, then s.40(2) of the Act will imply a warranty into this insurance policy that the vessel carrying **Your Household Goods and Personal Effects** or **Vehicle** will be seaworthy at the commencement of the voyage and reasonably fit to carry such items.

**We** 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 **You** and **Us**, 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 Goods 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  |
|---|---|
| Antiques and Artwork                                  | The cost of repair in the country of destination, or in the event of replacement, the market value of the item in its condition at the commencement of the <b>Insured Transit</b> , which shall be determined by an independent valuer. |
| All other <b>Household Goods and Personal Effects</b> | The cost of repair, or in the event of replacement, the new replacement cost in the country of destination.   |
| <b>Vehicle</b>  | The cost of repair, or in the event of replacement, the market value of the <b>Vehicle</b> in the country of destination in its condition at the commencement of the <b>Insured Transit</b> .   |

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 and 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** 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**.

#### 21) Protect Rights Against Third Parties and Subrogation

**You** must ensure that all rights against carriers, any professional removal company or other third parties are properly preserved and exercised. **You** shall execute and deliver any documents and papers and do whatever else is necessary to secure such rights, and shall do nothing to prejudice such rights. Any recoveries shall be applied first in payment of **Our** subrogation expenses, secondly to any related loss to **You** in excess of the applicable limit of liability, thirdly to loss, damage, expense, or any other amounts paid by **Us**, fourthly to any uninsured amount, and lastly to the **Excess**. Any additional amounts recovered shall be paid to **You**.

## 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 or insufficiency 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) 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 caused by or contributed to by or arising from:

(i) ionising radiation 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.

#### 5) Cyber Attack Exclusion

**We** do NOT cover loss, damage, liability or expense 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.

#### 6) Dishonest Claim

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

- (a) If **You** make a fraudulent claim under this Policy, **We**:
- i. shall not be liable to pay the claim;
  - ii. may recover from **You** any sums paid by **Us** to **You** in respect of that claim, and
  - iii. may by notice to **You** treat the contract as having been terminated with effect from the time of the fraudulent act.
- (b) If **We** exercise our rights under (a)(iii) above **We** shall:
- i. not be liable to **You** in respect of any loss or damage occurring after the time of the fraudulent act; and
  - ii. retain any premiums paid.

## 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** total 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 and provide details of any damage to Tokio Marine Kiln Insurance Limited at [sophie.richards@tokiomarinekiln.com](mailto:sophie.richards@tokiomarinekiln.com) within 7 days of delivery.
2. open all boxes and check all items within 7 days of delivery and notify Tokio Marine Kiln Insurance Limited at [sophie.richards@tokiomarinekiln.com](mailto:sophie.richards@tokiomarinekiln.com) of any claim and provide a list of all lost or damaged items within 30 days of delivery.
3. email the Remover and hold them responsible for any loss or damage and send a copy of such written claim to Tokio Marine Kiln Insurance Limited at [sophie.richards@tokiomarinekiln.com](mailto:sophie.richards@tokiomarinekiln.com) within 7 days of delivery.

Please ensure that the policy number is quoted on all notifications to and correspondence with Tokio Marine Kiln Insurance Limited.

### 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 **Actual Total 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 3 of this insurance policy (Scope of Cover - Motor **Vehicles**), within 7 days of handover, **You** must:
  - (a) advise Tokio Marine Kiln Insurance Limited of a potential claim by emailing details of the loss or damage to [sophie.richards@tokiomarinekiln.com](mailto:sophie.richards@tokiomarinekiln.com); and
  - (b) email the Remover or freight forwarder and hold them responsible for any loss or damage, and copy that email to Tokio Marine Kiln Insurance Limited at [sophie.richards@tokiomarinekiln.com](mailto:sophie.richards@tokiomarinekiln.com).
- 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 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.

## 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 Darren Foley

Customer Services Executive Claims

Tokio Marine Kiln Insurance Limited,

20 Fenchurch Street,

London.

EC3M 3BY

Tel: +44 (0) 20 7886 9000

E-Mail: [complaints@tokiomarinekiln.com](mailto:complaints@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](mailto: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).

Finally, if the complaint cannot be resolved to **Your** satisfaction by **Our** internal complaints procedures 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](http://www.financial-ombudsman.org.uk)

E-mail [Complaint.info@financial-ombudsman.org.uk](mailto:Complaint.info@financial-ombudsman.org.uk)

#### **Financial Services Compensation Scheme**

Tokio Marine Kiln Insurance 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](http://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 14 days after receipt of documents for which **We** are permitted to make a charge for the time on risk.

**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) any material alteration or significant change of circumstances affecting this risk or insurance.
- (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.