

Summary of Cover – Customers’ Goods Insurance – Marine

Company: Lonham Group Ltd on behalf of Chaucer Insurance Company DAC UK Branch

Product: ‘Flexicover’ Marine Transit Insurance Policy

Overview

The ‘Flexicover’ Marine Transit Policy is a dedicated insurance policy for Movers to cover customers’ property against loss or damage whilst being moved and/or stored. This Summary of Cover is for your guidance and explains both the principles of the cover and the terms and conditions of the insurance. If you fulfil the obligations noted herein you will become the beneficiary of the Mover’s policy, subject to all terms and conditions noted below. In this document, “we”, “us” and “our” means the Insurer. “You” and “your” means the beneficiary of this cover. **Your Mover is not able to provide any advice regarding the suitability of this cover and cannot provide any additional information other than what is contained within this document.**

What is covered?

✓ COVER

Subject to the INSURANCE COVER selected on the Certificate, the scope of cover provided is as follows:

- **STANDARD COVER:** provides cover for physical loss and/or damage to the subject matter covered except for the exclusions listed herein. Subject to you bearing a claims excess of 1% of the value declared by you, subject to a minimum of £25 and a maximum of £250.
 - **SUPER COVER:** provides cover for physical loss and/or damage to your property except for the exclusions listed herein.
 - **RESTRICTED COVER:** only provides cover for total loss of the complete consignment or an individual carton or package detailed on the inventory subject to the exclusions listed herein.
- ✓ You are entitled to claim for any loss or damage, up to the value declared to the Mover, other than items and causes specifically excluded or restricted as stated within this Summary of Cover.
 - ✓ The settlement of any claim shall be by replacement, repair and/or compensation at Insurers’ option. Insurers will take into consideration the age, quality, degree of use and consequent market value of the items when calculating the indemnity replacement value(s) for claim settlement.
 - ✓ In respect of documents, the basis of claims settlement shall be limited to the physical cost of replacing the documents and/or cost of reprinting, re-issue and/or reconstitution but excluding the value of the information contained thereon.
 - ✓ Cover is restricted to the reasonable cost of repair and no claim will attach for depreciation consequent upon such repair.
 - ✓ Packing and shipping costs are covered in the event of the total loss of your consignment, subject to you declaring these costs in your valued inventory.
 - ✓ **OPTIONAL ADDITIONAL COVER** The noted exclusions in respect of Pairs & Sets, Mildew and/or Electrical, Electronic or Mechanical Derangement may be removed, subject to your payment of an additional charge. If you wish to benefit from this additional cover, you must indicate this on the supplied valuation form.

Are there any restrictions on cover?

- ! **Average:** If you fail to declare the full indemnity value of the property you have elected to cover, in the event of loss or damage you will only be entitled to recover from the insurers the proportion of the loss that the declared value of the lost or damaged item(s) bears to its actual indemnity value at destination.
- ! Cover is restricted to the reasonable cost of repair and no claim will attach for depreciation consequent upon such repair.
- ! **Non Contribution:** If at the time of loss there is other insurance in force this cover shall only respond to the extent that losses are not recoverable under the other insurance
- ! **Insurers’ Rights:** Subject to payment of the actual value of a damaged item by Insurers, they may at their discretion take over ownership of the property. No property may be abandoned to Insurers.
- ! **Fragile items:** Fragile items must not make up more than 30% of the total value of the consignment without prior approval. Please refer to your Mover in the first instance.
- ! **Owner Packed Exclusion:** Excluding Breakage, scratching, denting, chipping, staining and tearing of owner packed effects including trunks, suitcases and the like is excluded unless reasonably attributable to physical damage as a result of collision or overturning of road vehicle or other conveyance. Claims for missing items are excluded, unless a valued list of contents of each box or carton is supplied by you to the Remover prior to the commencement of the transit and the list is approved by Insurers.

Where am I covered?

- ✓ Cover is in force while property is in the custody and control of the Mover for transit and/or storage, subject to you declaring the value of your effects to the Mover.
- ✓ **Law & Jurisdiction:** English Law and the exclusive jurisdiction of the High Court of Justice, England will apply.

What is not covered?

- × Any items not listed on the supplied valuation form.
- × **Excluded Property**
Jewellery, Watches, Precious Stones, Precious Metals, Money, Coins, Bullion, Deeds, Bonds, Securities and Stamps of all kinds; Livestock, Pets; Furs, Perfumery, Tobacco products, Wines, Spirits and the like; Mobile Phones; Weapons, Arms, Ammunition or Explosives and/or parts, associated accessories, materials or ingredients of all kinds; Loss of data records other than the cost of blank data carrying materials.
- × Accidental damage or theft where collection and delivery into storage is not handled by the Mover.
- × Loss or damage caused by wear, tear, rust, gradual deterioration, inherent vice and latent defect.
- × Loss, damage or expense attributable to your wilful misconduct.
- × Loss or damage caused by moth, insect and vermin unless from an external cause.
- × Loss or damage caused by ordinary leakage, ordinary loss in weight or volume, evaporation or nature of the property moved and/or stored.
- × Loss or damage caused by leakage of liquid from any receptacle or container unless packed by the Mover.
- × Loss of structural integrity of furniture constructed of particle board resulting from crumbling of the board.
- × Consequential loss, loss of market or delay of any kind or description.
- × Damage resulting from goods being moved under your instructions against the Movers advice.
- × Loss or damage from or liability or expense directly or indirectly caused by or contributed to, by, or arising from Radioactive Contamination, Biological, Bio-Chemical and Electromagnetic Weapons.
- × Loss or destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
- × Loss, damage, expense or liability of whatever nature arising out of or in any way connected with Cyber Attack whether directly or indirectly.
- × Loss, damage, liability, claim, cost or expense of whatsoever nature caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.
- × Loss or damage directly or indirectly occasioned by happening through or in consequence of war, invasion, acts of foreign enemy hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
- × Loss or damage in respect of goods in storage caused by or resulting from Acts of Terrorism or any person(s) acting from a political motive.
- In respect of Motor Vehicles and Boats:**
 - × Scratching, bruising, denting, marring and subsequent cost of repainting, rust, oxidation and discolouration unless a condition report is completed prior to the move; Risks whilst under own power except whilst loading to/from the shipping container or carrying conveyance.
 - × Theft of accessories, personal effects and tool kits but including loss of accessories if factory fitted.
 - × **Pairs & Sets Exclusion:** Where any items are part of a pair or set, Insurers will only pay the indemnity value for the actual parts which are lost or damaged. No payment will be made for articles that are not lost or damaged.
 - × **Mildew Exclusion:** Loss or damage caused by mildew, mould, extremes of temperature or other atmospheric conditions.
 - × **Electrical, Electronic or Mechanical Derangement Exclusion:** Mechanical or electrical damage or derangement of any mechanical or electrical goods unless reasonably attributable to physical damage to such items from an external cause, or following fire, flood, collision or overturning of road vehicle or other conveyance.

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What are my obligations?

- To benefit from this cover you are required to accept the appropriate option shown on the Mover’s estimate or quotation form, provide a full valued inventory on the supplied valuation form and to pay all charges in full. Any items you fail to list will not be covered.
- You must declare the value of your property at its current used value taking into account condition and age. The cover provided is not on a ‘new for old’ basis. It is essential that you do not under value your property as the settlement of any claim may be reduced (see Average Clause above). *Please do not ask your Mover for guidance about your valuation. The responsibility for declaring the correct value is yours.*
- The value(s) declared on the inventory provided must represent the indemnity replacement value(s) at destination.
- Any single item with a value exceeding £1,500 must be separately listed.
- You must provide a copy of your completed valuation form/inventory to the Mover as soon as possible. You will then be issued with a Certificate. **You must check your Certificate to ensure it has been issued correctly and advise your Mover immediately if there are any errors.**

When and how do I pay?

- You must pay all charges due to your Mover in full before you can benefit from this cover. Please be aware that any insurance related charges are fees to cover the cost of administering arranging this protection for you.

When does the cover start and end?

- Cover is effective from the time your property is professionally packed and /or uplifted from your residence or business location for the commencement of transit and continues, including storage if any, until the Property is professionally delivered to the final destination named on the Certificate including temporary storage in the ordinary course of transit of not more than 60 days after the arrival of the conveying vessel or aircraft. Subject to prior agreement by insurers and payment of additional charges, the period of cover may be extended to include property stored at a rental.
- If the goods are professionally unpacked, cover is extended to include the period of professional unpacking, provided this takes place within 7 days of delivery.
- In respect of Motor Vehicles and Boats, cover ceases upon discharge from the shipping company’s care, custody or control unless the vehicle or boat remains in a shipping container to the final agreed destination, or the vehicle or boat is conveyed by a commercial carrier to the final destination agreed.

How do I cancel the cover?

- You may cancel the contract by giving notice to the Mover prior to any packing of goods and/or commencement of the move taking place. You may not cancel cover after packing and/or move has commenced unless goods are placed into storage for more than one month in which case notice of cancellation must be issued to the Remover prior to removal from storage.

What if I have a claim?

- **You should report any loss or damage to your Mover as soon as possible and no later than 30 days after taking delivery or the scheduled delivery date.** You will be issued with a claim form to complete and return to the Mover, who will send it to the Insurers and/or their claims settling agent.
- If no response is received within a reasonable time, please contact the Insurers’ claims settling agent directly:
 - RCS, Swan House, Swan Centre, Leatherhead, Surrey, KT22 8AH, United Kingdom
Tel: +44 (0) 1372 385970 Email: info@removalclaims.co.uk
- The above notification period is important both for you and Insurers. **Where a claim is notified late, it may prejudice your / Insurers position and affect how the claim is considered.** Your claim will be dealt with as quickly as possible. To enable claims to be dealt with promptly you should:
 - ✓ Only claim for items that are lost or damaged and covered by the policy,
 - ✓ Provide all available supporting documents without delay,
 - ✓ Submit repair estimates, evidence of original/replacement purchase price and, photographs of any damage with your claim form.
- **If any claim is found to be fraudulent in any respect, this cover shall become void and all claims shall be forfeited.**

Complaints Notice

- Both Insurers and their claims settling agent, RCS, make every effort to provide a good service to customers whom are entitled to claim from this cover. If on any occasion service falls below the standard you would expect, we would like the opportunity to offer additional support to put things right. If you have any cause for complaint you should, in the first instance contact RCS at the address above.
- If no satisfaction is obtained, complaints should be referred to:
 - The Complaints Officer, Lonham Group Ltd,
The Maltings, Princes Street, Ipswich, Suffolk, IP1 1SB, United Kingdom
Tel: +44 (0) 1473 216 116
Email: lonham@lonham.co.uk, or,
 - Chaucer Insurance Company DAC – Complaints,
38 & 39 Baggot Street Lower,
Dublin 2, D02 T938, Ireland.
Tel: +353 1567 5580.
Email: complianceenquiries@chaucergroup.com
- In the event you wish to pursue matters further you may be able to refer the matter to the Financial Ombudsman Service. Further details will be provided at the appropriate time.