

Policy Summary Important Facts Regarding your Insurance

If you purchase the insurance for loss or damage to your effects arranged by Johnsons Moving Services Limited t/a Johnsons Home Removals & Storage Ltd (*hereinafter referred to as the Company*) the insurance conditions set out below will apply. Please note irrespective of whether you purchase this insurance Johnsons Home Removals & Storage liability for loss or damage to your effects is limited by the trading conditions, which form part of their contract with you.

This summary does not contain the full terms and conditions of the insurance which are in the Policy Document. You may inspect the policy at our office on request.

INSURERS

This insurance is arranged by Basil E Fry & Company limited and underwritten by Lonham Marine Underwriters Ltd.

COVER

Removals & Storage (Excluding Self Storage) All risks of physical loss or damage in transit or store anywhere in the United Kingdom, The Channel Islands, The Isle of Man, Member States of the European Union, Norway and Switzerland. This insurance is effective from the time your insured Property is professionally packed and/or uplifted from your residence or business location for the commencement of the transit and continues, including storage if any, until your insured Property is professionally delivered to the final destination. If the goods are professionally unpacked coverage is extended to cover the period of professional unpacking provided this takes place within 7 days of delivery.

Where part of all of the transit involves a waterborne movement Institute Cargo Clauses A and Institute War & Strikes Clauses (Cargo) apply as per the overseas removal conditions contained in the policy. The policy is extended to include transits during the period of storage between the premises of Carpet Cleaners, Repairers and Restorers and the storage locations. The Policy limitations and excluded property/causes are as shown overleaf.

SUM INSURED

As declared to the Company on the acceptance form. Unless confirmed in writing by them prior to the move the sum insured shall not exceed:

Household Removals & Storage: £150,000 any one customer

BASIS OF CLAIM SETTLEMENT

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 items when calculating the settlement. This policy is not "new for old". Where a repair is undertaken settlement is restricted to the reasonable cost of repairs. No claim will attach for depreciation consequent on such repair.

DOCUMENTS

The basis of claims settlement shall be limited to the physical cost of replacing the documents excluding the value of the information contained thereon and/or cost of reprinting, re-issue and/or reconstitution UNLESS the specific archival and document extension is effective. Where the archival and document extension is effective the basis of settlement shall be to indemnify the Insured for reasonable costs of reprinting and/or reasonable costs of reissue and/or reconstitution including, where applicable, fresh research or exploration to obtain essential information.

UNDER INSURANCE

If you fail to declare the full market value of your property on the acceptance form, in the event of a claim, you will only be entitled to recover from Insurers the proportion of the loss as the declared value bears to the total value of your property. If you under-insure you may well suffer.

PAIRS AND SETS CLAUSE (*Clause 8 of the Policy*)

Where items are part of a pair or set, Insurers will only pay for the actual parts that are lost or damaged. No payment will be made for articles that are not damaged.

OTHER INSURANCE

If at the time of loss there is other insurance in force this insurance shall only respond to the extent that losses are not recoverable under the other insurance.

POLICY EXCESS

The Insurers will not pay the first £50 of each claim.

CLAIMS NOTIFICATION

In the event of loss and/or damage that may give rise to a claim under this insurance, immediate notice must be given in writing to Johnsons Home Removals & Storage &/or Johnsons Business Moves, 7 Brunel Court, Rudheath Way, Gadbrook Park, Northwich, Cheshire, CW9 7LP. Tel no. +44(0)1606 592958. It is a general condition under this insurance that full details of any losses and/or damages for removals and storage must be notified within 7 days delivery or in the case of non-delivery within 7 days from when your goods would normally be delivered unless a time extension has been requested by you and agreed by the Company in writing. For overseas removals and storage outside the United Kingdom the time limit is 30 days. These time limits apply whether or not your goods have been unpacked.

PAYMENT OF PREMIUM

In the event that the Company (the Agent) advises premiums are outstanding, Insurers will only settle a valid claim once premiums have been paid.

COMPENSATION SCHEME

In the event of Insurers not being able to fulfil their financial obligation under the Policy in paying your valid claim you may be entitled to compensation under the Financial Services Compensation Scheme (FSCS) of up to £2,000 for the first part of your claim and 90% of the remainder of your claim. Further information about compensation scheme arrangements is available from the FSCS on telephone: +44 (0)20 7892 7300 or www.fscs.org.uk

CONTRACT (RIGHTS OF THIRD PARTIES) ACT 1999 EXCLUSION CLAUSE (CARGO)

This insurance does not confer any benefits for any third parties.

CHOICE OF LAW AND JURISDICTION

The parties are free to choose the law and jurisdiction applicable to this insurance contract. Unless specifically agreed to the contrary this insurance shall be subject to English law and the exclusive jurisdiction of the Courts of England and Wales. All terms and conditions and communication will be in English unless otherwise stated.

COMPLAINTS

Any enquiry or complaint should be addressed first to the arranging broker Basil E Fry & Company Limited, Claire House, Bridge Street, Leatherhead, Surrey, KT22 8BZ Telephone: +44(0)1372385985.

In the unlikely event that you remain dissatisfied please contact: Lonham Marine Underwriters Ltd, The Captain's House, 81 Grimwade Street, Ipswich, Suffolk, IP4 1LN. Tel No. +44(0)1473216116 Fax No. +44(0)1473230063

In the event that you wish to pursue matters further you may be able to refer the matter to the Financial Ombudsman Service.

The Financial Ombudsman Service can normally deal with complaints from private individuals and from small businesses and charities with an annual turnover/charity income of less than £1million. The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR Helpline: 0845 080 1800 Switchboard: +44 (0)20 7964 1000 Website: www.financial-ombudsman.org.uk

EXCLUDED PROPERTY (Clause 14 of the Policy)

- a) Money, Coins, Bullion, Deeds, Bonds, Securities and the like
- b) Livestock
- c) Explosives and flammables except where carried as part of a household, office removal or storage contract.
- d) Loss of data records other than cost of blank data carrying materials

PROPERTY INSURED LIMITATIONS (Clause 15 of the Policy)

Unless agreed otherwise in writing by the Company, the following limitations apply:

Stamps of all kinds, Jewellery, Watches and Precious Stones are limited to a maximum of £500 combined total for all such items unless contained in a locked safe or strongroom.

Furs, mobile phones, perfumery, beers, wines, spirits and the like, tobacco, cigars and cigarettes, explosives, flammables are limited to a maximum combined total for all such items of £10,000.

EXCLUDED CLAUSES (Clause 16 of the Policy)

- a) Loss or damage caused by wear, tear, gradual deterioration (including the deterioration of contents of deep freeze units), inherent vice or latent defect.
- b) Loss or damage caused by moth, insect or vermin unless from an external cause.
- c) Loss or damage caused by leakage of liquid from a receptacle or container unless packed by the Company.
- d) Mechanical or electrical damage or derangement of any mechanical or electrical goods unless reasonably attributable to physical damage to such items from an Insured Peril or following fire, flood, collision or overturning of road vehicles or other conveyances in which the insured property is being carried.
- e) Any consequence of War, Invasion, Act of Foreign Enemy Hostilities (whether War be declared or not), Civil War, Rebellion, Revolution, Insurrection or Military or Usurped Power or Confiscation or Nationalisation of Requisition or destruction of or damage to property by or under the order of any Government or public or local authority. This exclusion shall not apply to overseas removals whilst your property is waterborne.
- f) 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. This exclusion shall not apply to storage in the ordinary cause of transit as more fully set out in the Termination of Transit Clause (Terrorism).
- g) Consequential loss of any kind or description.
- h) Loss or damage or 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
- j) The radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- k) Any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter 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

- l) Any chemical, biological, bio-chemical or electromagnetic weapon
- m) Loss or damage or 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 program, malicious code, computer virus or process or any other electronic system. This exclusion will not operate to exclude losses (which would otherwise be covered) to overseas removals while your property is waterborne 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.
- n) Loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds
- o) *In respect of overseas removals and storage only* this insurance excludes the risks of breakage, scratching, denting, chipping, staining and tearing of owner packed effects, including trunks, suitcases and the like unless reasonably attributable to physical damage to such items from collision or overturning of road vehicles or other conveyances. Also excluding claims for missing items unless a valued list of the contents is supplied by the owner to the Remover prior to the commencement of transit, and such list approved by the Insurer. The paragraphs relating to excluded goods shall still apply.
- p) If your claim be in respect of any fraudulent act, or if any fraudulent means be used by you or any one claiming indemnity under this Insurance or any one acting on his or their behalf, to obtain any benefit under this insurance, or if any loss or damage be occasioned by the wilful act or with the connivance of you, or any one claiming indemnity under this Insurance all benefit under this Insurance will be forfeited.
- q) Computer Millennium clause with Named Peril Extension.

DUTY OF DISCLOSURE/MISREPRESENTATION

It is your responsibility to ensure that all material facts have been disclosed to Insurers – i.e. any fact which may affect Insurers view of the risk.

Incorrect information or failure to disclose all material facts could invalidate all or part of the cover and result in the claim being declined. This insurance shall be voidable in the event of misrepresentation, misdescription or non-disclosure of any material fact.