

keyfacts

POLICY SUMMARY Important Facts about your insurance

For Retail Customers - *If you purchase the insurance for loss or damage to your effects arranged by Leatherbarrows Removals and Storage Limited (hereinafter referred to as the Company) the insurance conditions set out below will apply. Please note irrespective of whether you purchase this insurance Leatherbarrows Removals and Storage Limited liability for loss and 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.

INSURERS

This insurance is arranged by Goss & Co.(insurance Brokers) Ltd with Lonham Marine Underwriters Ltd. Goss & Co.(insurance Brokers) Ltd are authorised and regulated by the Financial Services Authority under FSA Register No. 302751.

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 the residence or business location of the Insured 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.

EXCLUDED PROPERTY

1. Money, Coins, Bullion, Deeds, Bonds, Securities and the like
2. Livestock
3. Explosives and flammables
4. Loss of data records other than cost of blank data recording materials
5. Stamps of all kinds, Jewellery, Watches and Precious Stones.
6. Furs, mobile phones, perfumery, beers, wines, spirits and the like, Tobacco, cigars and cigarettes.

EXCLUDED CAUSES

1. Loss or damage caused by wear, tear, gradual deterioration (including the deterioration of contents of deep freeze units), inherent vice Or latent defect
2. Loss or damage caused by moth, insect or vermin
3. Loss or damage caused by leakage of liquid from a receptacle or container
4. Electrical, electronic or mechanical derangement to any electrical Electronic, or mechanical items unless external physical damage has Occurred or other than as a direct result of fire, derailment collision or Overturning of the conveying vehicle, vessel or aircraft.
5. Any loss, destruction, damage or consequential loss whether direct or indirect of War, Invasion, Act of foreign enemy, Hostilities (whether war be declared or not) Civil war, Rebellion, Insurrection or Military or Usurped Power, Chemical, Biological, Bio-chemical or Electromagnetic Weapon. Terrorism or arising from ionising radiations or contamination by Radioactivity from any nuclear fuel or from nuclear waste from the combustion of nuclear fuel or from any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
6. Consequential loss of any description
7. Loss, destruction or damage directly occasioned by pressure waves Caused by aircraft and other aerial devices travelling at sonic or Supersonic speeds.
8. 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.
9. Loss or damage to individual items packed by you in furniture, trunks, Cases and/or drawers, unless the contents therefore have been previously listed and disclosed to the Mover. In the event of an owner packed receptacle where the contents therefore have not previously been listed and disclosed to the Mover, the liability for that receptacle and its contents is limited to £100 or its actual value whichever is the less.
10. Breakage or damage to china, glassware and fragile articles unless such items are professionally packed and unpacked by the movers or their sub contractor.

BASIS OF CLAIM SETTLEMENT

The settlement of any claim shall be by replacement, repair and/or compensation at Insurers option. In the event of the total loss or destruction of any article insured under this Insurance, the basis of settlement shall be the cost of replacing the article as new provided that the article is substantially the same as but not better than the original when new.

For household linen and clothing only Underwriter's will take into consideration the age, quality, degree of use and consequent market value of items.

Where a repair is undertaken settlement is restricted to the reasonable costs of repairs. No claim will attach for depreciation consequent upon such repair

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 directly to David Earp at Leatherbarrows Removals, Building 105, Aviation Park West, Bournemouth Intl Airport, Christchurch, Dorset. BH23 6NW. Tel +44 (0) 1202 495600.

It is a condition precedent to Insurers liability under this insurance that full details of any losses and/or damages for removals and storage must be notified within 7 days after 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.

SUM INSURED

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

Household Removals & Storage : £5,000 any one customer

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

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

POLICY EXCESS

The Insurers will not pay the first £40 of each claim.

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

CANCELLATION

Where the duration of cover is one calendar month or more you will have 14 days from conclusion of the insurance contract to change your mind. Should you wish to exercise your cancellation rights you must notify us immediately. Insurance contracts with duration of less than one calendar month are not subject to Statutory Cancellation Rights. Early cancellation outside of any Statutory Rights is possible by you or the Insurer. In this event you will remain liable for the premium due for the period on risk.

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 website: www.fscs.org.uk

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, in the first instance, to your contact at Leatherbarrows Removals and Storage Ltd.

Should the matter not be resolved to your satisfaction you should write to the arranging broker, being Goss & Co.(insurance Brokers) Ltd, PM House, Riverway Estate, Old Portsmouth Road, Guildford, Surrey GU3 1LZ Telephone +44 (0)1483 539922).

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) 1473 216116 Fax No. + 44 (0) 1473 230063

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

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 void in the event of misrepresentation, mis-description or non-disclosure of any material fact.