

TERMS AND CONDITIONS OF COVER

These are the terms and conditions of cover underwritten by Lonham Group Ltd on behalf of Chaucer Insurance Company DAC UK Branch, via Basil E. Fry & Co. Limited (the Broker) and your chosen Mover (the International Mover). In these Terms and Conditions, "we", "us" and "our" means Insurers. "You" and "your" means the beneficiary of this cover.

SUBJECT MATTER Motor Vehicles and/or Motorcycles and items of similar interest as declared on the Overseas Valuation Form.

COVER

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

- 1) **SUPER COVER:** provides cover for physical loss and/or damage to the subject matter covered except for the exclusions listed herein and subject to you bearing a claims excess of £500.
- 2) **STANDARD COVER:** is as per Super Cover subject to you bearing a claims excess of 1% of the total Sum Insured under the Certificate subject to a minimum deductible of £1,000
- 3) **RESTRICTED COVER:** only provides cover for total loss of the complete consignment caused by fire or explosion, the vessel being stranded / grounded / sunk or capsized, overturning or derailment of land conveyance, collision or contact of vessel craft or conveyance with any external object other than water, general average sacrifice or jettison and subject to the exclusions listed below.

WARRANTIES

Warranted that a full valued inventory must be provided for any declaration of cover or Certificate

TRANSIT CLAUSE (PERIOD OF INSURANCE)

This cover is effective from the time the Motor Vehicle(s) are first moved from the residence or business location of the Insured for the purpose of the immediate loading into or onto the carrying vehicle or other conveyance for the commencement of transit and continues, including storage if any, until the Motor Vehicle(s) are discharged from the shipping company's care, custody or control unless:

- a) the vehicle or boat remains in a shipping container to the final destination agreed, or
- b) the vehicle or boat is conveyed by a commercial carrier to the final destination agreed.

Cover includes 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 us and payment of an additional premium the period of cover may be extended to cover property stored at a rental.

MOTOR VEHICLES & BOATS

- i) Excluding scratching, bruising, denting, marring, cost of repainting, rust, oxidisation and discolouration, unless a condition report is completed prior to cover attaching.
- ii) Excluding cover whilst under own power except whilst loading to/from the shipping container or carrying conveyance.
- iii) Cover ceases hereunder once the motor vehicle or boat is discharged from the shipping company's care, custody or control unless:
 - a) the vehicle or boat remains in a shipping container to the final destination agreed, or
 - b) the vehicle or boat is conveyed by a commercial carrier to the final destination agreed.
- iv) Cover is extended to include the theft of accessories, personal effects (except for the excluded property below) and tool kits transported within a locked motor vehicle subject to a maximum limit of GBP 5,000.00 any one claim.

EXCLUDED PROPERTY

- i) Jewellery, watches, precious stones, precious metals, money, coins, bullion, deeds, bonds, securities and stamps of all kinds.
- ii) Livestock
- iii) Furs, perfumery, tobacco products, wines, spirits and the like, mobile phones.
- iv) Weapons, Arms, Ammunition or Explosives and/or parts, associated accessories, materials or ingredients of all kinds.
- v) Loss of data records other than the cost of blank data carrying materials.

EXCLUDED CAUSES

- i. Accidental damage or theft where collection and delivery into storage is not handled by the Mover.
- ii. Loss or damage caused by wear, tear, rust, gradual deterioration, inherent vice and latent defect.
- iii. Loss, damage or expense attributable to your wilful misconduct.
- iv. Loss or damage caused by moth, insect and vermin unless from an external cause.
- v. Loss or damage caused by ordinary leakage, ordinary loss in weight or volume, evaporation or nature of the property moved and/or stored.
- vi. Loss or damage caused by leakage of liquid from any receptacle or container unless packed by the Mover.
- vii. Consequential loss, loss of market or delay of any kind or description.
- viii. Damage resulting from goods being moved under your instructions against the Movers advice.

PAIRS AND SETS

- ix. In the event of loss of or damage to any article forming part of a pair or set, Insurers shall not be liable for more than the value of the particular part or parts which may be lost or damaged without reference to any special value which such part or parts may have as forming a pair or set but in any event not exceeding a proportionate part of the sum insured in respect of the pair or set.

MOULD AND MILDEW

- x. Loss or damage caused by mildew, mould, extremes of temperature or other atmospheric conditions.

ELECTRICAL, ELECTRONIC OR MECHANICAL DERANGEMENT

- xi. 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.

OWNER PACKED EFFECTS

This cover excludes risk of breakage, scratching, denting, chipping, staining and tearing of owner packed effects including trunks, suitcases and the like unless reasonably attributed 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 contents of each carton is supplied by the owner/customer to the Contractor prior to the commencement of the transit and such list is approved by Insurers.

BASIS OF CLAIMS SETTLEMENT

The settlement of any claim shall be the replacement, repair (but excluding any claim for depreciation consequent upon such repair) and/or compensation at Insurers option. Insurers will take into consideration the age, quality, condition and current used market value of 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.

UNDER INSURANCE (AVERAGE)

If the value of the property covered at the time of loss is collectively greater than the Sum Insured, then you shall be considered as being your own Insurer for the difference and you will only be entitled to be paid that proportion of the loss which the value declared bears to the actual value of the property removed and/or stored.

GENERAL CONDITIONS

This insurance is subject to the following:

COMMUNICABLE DISEASE EXCLUSION

1. Notwithstanding any provision to the contrary within this insurance, this insurance does not insure any 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.

2. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- 2.1 the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- 2.2 the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- 2.3 the disease, substance or agent can cause or threaten bodily injury, illness, damage to human health, human welfare or property.

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CYBER ATTACK EXCLUSION CLAUSE

- 1) Subject only to paragraph 3 below, in no case shall this insurance 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, computer process or any other electronic system.
- 2) Subject to the conditions, limitations and exclusions of the policy to which this clause attaches, the indemnity otherwise recoverable hereunder shall not be prejudiced by the use or operation of any computer, computer system, computer software programme, computer process or any other electronic system, if such use or operation is not as a means for inflicting harm.
- 3) Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, paragraph 1 shall not operate to exclude losses (which would otherwise be covered) 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.

RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIO-CHEMICAL AND ELECTROMAGNETIC WEAPONS EXCLUSION CLAUSE

This cover excludes any legal liability of whatsoever nature directly or indirectly caused by or contributed to or arising from:-

- a) ionising, radiations or contamination by radioactivity from any nuclear fuel or nuclear waste or from the combustion of nuclear fuel.
- b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
- d) 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.
- e) any chemical, biological, bio-chemical or electromagnetic weapon

SONIC BANGS EXCLUSION

Loss, destruction or damage directly caused by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds

WAR EXCLUSION

This cover excludes loss of or damage to cargo occasioned by or happening through or in consequence of war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, 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.

JC 98/019 CARGO ISM ENDORSEMENT

Applicable to shipments on board Ro-Ro passenger ferries.

Applicable with effect from 1 July 1998 to shipments on board:

1. Passenger vessels transporting more than 12 passengers and
2. Oil tankers, chemical tankers, gas carriers, bulk carriers and cargo high speed craft of 500 gt or more. Applicable with effect from 1 July 2002 to shipments on board all other cargo ships and mobile offshore drilling units of 500 gt or more.

In no case shall this cover include loss, damage or expense where the subject matter is carried by a vessel that is not ISM Code certified or whose owners or operators do not hold an ISM Code Document of Compliance when, at the time of loading of the subject matter on board the vessel, you were aware, or in the ordinary course of business should have been aware:

- (a) Either that such vessel was not certified in accordance with the ISM Code.
- (b) Or that a current Document of Compliance was not held by her owners or operators as required under the SOLAS Convention 1974 as amended.

This exclusion shall not apply where the cover has been assigned to the party claiming hereunder who has bought or agreed to buy the subject matter insured in good faith under a binding contract.

Cargo ISPS Endorsement

In no case shall this cover include loss, damage or expense where the subject matter is carried by a vessel that does not hold a valid International Ship Security Certificate as required under the International Ship and Port Facility Security (ISPS) Code when, at the time of loading of the subject matter on board the vessel, you were aware, or in the ordinary course of business should have been aware that such vessel was not certified in accordance with the ISPS Code as required under the SOLAS Convention 1974 as amended.

This exclusion shall not apply where the cover has been assigned to the party claiming hereunder who has bought or agreed to buy the subject matter insured in good faith under a binding contract.

Cargo ISM Forwarding Charges Clause

This cover is extended to reimburse the Assured, up to the limit of the sum insured for the voyage, for any extra charges properly and reasonably incurred in unloading, storing and forwarding the subject-matter to the destination to which it is covered hereunder following release of cargo from a vessel arrested or detained at or diverted to any other port or place (other than the intended port of destination) where the voyage is terminated due either

- (a) To such vessel not being certified in accordance with the ISM Code. Or
- (b) To a current Document of Compliance not being held by her owners or operators as required under the SOLAS Convention 1974 as amended.

This clause, which does not apply to General Average or Salvage or Salvage Charges, is subject to all other terms conditions and exclusions contained in the policy and to JCC Cargo ISM Endorsement JC98/019.

Cargo ISPS Forwarding Charges Clause

This cover is extended to reimburse you, up to the limit of the sum insured for the voyage, for any extra charges properly and reasonably incurred in unloading, storing and forwarding the subject-matter to the destination to which it is covered hereunder following release of cargo from a vessel arrested or detained at or diverted to any other port or place (other than the intended port of destination) where the voyage is terminated due to such vessel not being certified in accordance with the ISPS Code as required under the SOLAS Convention 1974 as amended.

This clause, which does not apply to General Average or Salvage or Salvage Charges, is subject to all other terms conditions and exclusions contained in the policy and to JCC Cargo ISPS Endorsement (JC 2004/050).

JC2008/024 CARGO PIRACY NOTICE OF CANCELLATION

Where this cover includes piracy and/or general average, salvage and sue and labour charges arising from piracy, such cover may be cancelled by insurers giving 7 days notice in writing, cancellation to take effect on the expiry of 7 days (10 days in respect of reinsurance) from midnight of the day on which the notice is issued by insurers.

Insurers agree to reinstate this coverage subject to agreement between insurers and you prior to the cancellation taking effect as to any new rate of premium and/or conditions and/or warranties. Such cancellation shall not affect any cover which has attached before the cancellation takes effect.

If the cancellation is in relation to specific geographical areas, such areas will be clearly defined by insurers in the notice of cancellation.

JC2009- 056 TERMINATION OF TRANSIT CLAUSE (TERRORISM) 2009

This clause shall be paramount and shall override anything contained in this Summary of Cover inconsistent therewith.

1) Notwithstanding any provision to the contrary contained in the contract of insurance or the Clauses referred to therein, it is agreed that in so far as the contract of insurance covers loss of or damage to the subject-matter insured caused by any act of terrorism being an act of any person acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted or any person acting from a political, ideological or religious motive, such cover is conditional upon the subject-matter insured being in the ordinary course of transit and, in any event, SHALL TERMINATE:

either

- 1.1 as per the transit clauses contained within the contract of insurance, or
- 1.2 on completion of unloading from the carrying vehicle or other conveyance in or at the final warehouse or place of storage at the destination named in the contract of insurance,
- 1.3 on completion of unloading from the carrying vehicle or other conveyance in or at any other warehouse or place of storage, whether prior to or at the destination named in the contract of insurance, which the Assured or their employees elect to use either for storage other than in the ordinary course of transit or for allocation or distribution, or
- 1.4 when the Assured or their employees elect to use any carrying vehicle or other conveyance or any container for storage other than in the ordinary course of transit, or

1.5 in respect of marine transits, on the expiry of 60 days after completion of discharge overside of the subject-matter insured from the overseas vessel at the final port of discharge,

1.6 in respect of air transits, on the expiry of 30 days after unloading the subject-matter insured from the aircraft at the final place of discharge,

whichever shall first occur.

2) If the contract of insurance or the Clauses referred to therein specifically provide cover for inland or other further transits following on from storage, or termination as provided for above, cover will re-attach, and continues during the ordinary course of that transit terminating again in accordance with clause 1.

JC2010/014 SANCTION LIMITATION AND EXCLUSION CLAUSE

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer 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.

JC2010-015 UK EXPORT CONTROL ORDER 2008 – REVOCATION OF LICENCES CLAUSE

In no case shall this cover include or shall any insurer(s) be liable to pay any claim or provide any benefit hereunder in respect of any movement(s) of goods authorised by an export control licence issued under the UK Export Control Order 2008 if the licence has expired or been revoked or for the period of suspension if the licence has been suspended.

This clause shall not apply to a claim that arises prior to expiry revocation or suspension of such licence. In the event of the subsequent reinstatement of the licence, cover will re-attach subject always to the terms and conditions of this cover.

This clause shall be paramount and shall override anything contained in this Summary of Cover inconsistent therewith.

NON-CONTRIBUTION CLAUSE

This cover does not cover any loss or damage which at the time of the happening of such loss or damage is insured by or would, but for the existence of this policy, be insured by any other existing policy or policies had this cover not been effected.

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

The provisions of the Contracts (Right of Third Parties) Act 1999 do not apply to this cover including any certificate(s) issued hereunder. Neither this cover nor any certificates issued hereunder confer any benefits on any third parties. No third party may enforce any term of this cover or of any certificate issued hereunder. This clause shall not affect your rights (as assignee or otherwise) or the rights of any loss payee.

ENFORCING RIGHTS AND REMEDIES

Any claimant under this cover shall at the request and at the expense of the Insurers do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Insurers for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which the Insurers shall be or would be come entitled or subrogated upon their paying for or making good any loss or damage under this cover, whether such acts and things shall be or become necessary or required before or after his indemnification by the Insurers.

GENERAL AVERAGE

This cover includes General Average and Salvage Charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice (or, if there is no contract of affreightment, according to Foreign Statement or to York-Antwerp Rules) incurred to avoid or in connection with avoidance of loss from any cause except those specifically excluded herefrom. For the purposes of general average contributions and salvage charges recoverable hereunder the subject matter insured shall be deemed to be covered for its full contributory value.

POLICY JURISDICTION CLAUSE

This cover shall be construed according to and governed by English law and any dispute hereunder shall be submitted to the exclusive jurisdiction of the High Court of Justice, England.

CLAIMS NOTIFICATION TIME LIMIT

In the event of loss or damage which may give rise to a claim under this certificate immediate notice in writing should be given to the Insurer's Agents as detailed below. Detailed notification of claim must be made within 30 days of delivery, or scheduled delivery date in the event of non-delivery, to the destination. Any claims submitted after this period has elapsed may be jeopardised, time being of the essence.

SUBMITTING CLAIMS

In the event that you need to make a claim immediate notification must be given to our claim settling agents RCS at the address below, wherever your final delivery is made. Whether you telephone, write or fax please provide the following information:

1. Your name and address for correspondence
2. Your certificate number
3. The name of the international mover with whom your original contract was made.
4. As many details as possible of your claim. Claims documentation will be sent to you immediately. In the meantime you should attempt to obtain estimates where viable for necessary repairs or replacement. If you did not endorse the delivery documentation when receiving your goods you should also write to the final delivery agents advising them of the nature of damage or loss. If local representation is required by the Insurers arrangement will be made by RCS.

Insurer's Claim Settling Agents:-

RCS, Swan House, Swan Centre, Leatherhead, Surrey KT22 8AH

Tel: 01372 385970 Email: info@removalclaims.co.uk

RCS is a trading name of Basil E Fry & Co Limited Basil E Fry & Co Limited is authorised and regulated by the Financial Services Authority.

FRAUDULENT CLAIMS

If you submit any claim knowing the same to be fake or fraudulent in any way this cover shall become void, the claim shall be forfeited and no charges will be refunded.

COMPLAINTS PROCEDURE

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:

- 1) The Complaints Officer,
Lonham Group Ltd, The Maltings, Princes Street, Ipswich, IP1 1SB.

Tel: 01473 216116. Email lonham@lonham.co.uk

2) Chaucer Insurance Company DAC – Complaints, 38 & 39 Baggot Street Lower, Dublin 2, D02 T938, Ireland. Tel: +353 1567 5580. Email: complianceenquiries@chaucergroup.com. CHAUCER INSURANCE COMPANY DAC is regulated by the Central Bank of Ireland

In the event that the Complaints Department is unable to resolve your complaint, it may be possible to refer it to the Financial Ombudsman Service. Further details will be provided at the appropriate time.