

# Illy James Limited

## Summary of Cover

**IF YOU PURCHASE THE INSURANCE ARRANGED BY US ON YOUR BEHALF FOR LOSS OF OR DAMAGE TO YOUR EFFECTS THE INSURANCE CONDITIONS SET OUT BELOW WILL APPLY.**

**PLEASE NOTE THAT IF YOU DO NOT PURCHASE THIS INSURANCE OUR LIABILITY FOR LOSS OR DAMAGE TO YOUR EFFECTS IS LIMITED BY OUR TRADING CONDITIONS WHICH FORM PART OF OUR CONTRACT WITH YOU.**

### **SUBJECT TO YOU GIVING US INSTRUCTIONS TO INSURE**

We can arrange on your behalf insurance with certain Underwriters to cover your property as summarised below. You may inspect the policy at our office on request. The policy can be inspected at any time.

### **COVER**

All risks of physical loss or damage in transit or store anywhere in the United Kingdom, Northern Ireland, The Channel Islands, The Isle of Man, member states of the European

Union, Austria, Finland, Norway & Switzerland.

For Self Storage cover is restricted to fire, lightning, explosion, storm, flood, burst pipes, theft accompanied by forcible and violent entry or exit, riot, strike, civil commotion,

malicious damage, impact by vehicles.

### **SUM INSURED**

As declared to us on the acceptance form. The sum insured shall not exceed £50,000 unless confirmed in writing by us prior to the move. The sum insured can be increased on

payment of an additional premium.

### **BASIS OF CLAIMS SETTLEMENT**

The settlement of any claim shall be by replacement, repair and/or compensation at Underwriter's option. Underwriters 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".

### **POLICY EXCESS**

The Underwriters will not pay the first £100,00 of each claim

### **PAIRS & SETS CLAUSE**

Where any items are part of a pair or set Underwriters will only pay for the actual parts which are lost or damaged. No payments will be made for articles that are not damaged.

### **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 the Insurers the proportion of the loss as the declared value bears to the total value of your property. If you underinsure you may well suffer.

### **TIME LIMITS FOR CLAIMS NOTIFICATION**

For removals & storage within Great-Britain:

All claims must be notified to the remover whether unpacked or not within 7 days of delivery of the property or in the case of non-delivery 7 days from when the property would normally be delivered unless a time extension is requested by you and agreed by us in writing.

For overseas removal & storage:

Within 30 days of delivery or in the case of non-delivery within 30 days from when the property would normally have been delivered unless a time extension is requested by you and agreed by us in writing.

### **E U DISCLOSURE CLAUSE (UK)**

The parties are free to choose the law applicable to this insurance contract. Unless specifically agreed to the contrary this insurance shall be subject to English law. Any enquiry or complaint should be addressed in the first instance to Illy James Ltd

### **EXCLUSION**

No cover is provided for the following:

(1) Jewellery, Watches, Precious Stones, Money, Coins, Deeds, Bonds, Securities and Stamps of all kinds except whilst in store in a locked safe or strong room. (2) Furs, perfumery, tobacco, cigars, cigarettes, wines, spirits and the like, explosives, EXCEPT whilst carried or stored in the course of a household or office removal.

(3) Livestock.

(4) Loss or damage caused by wear, tear, gradual deterioration (including the deterioration of deep freeze units), inherent vice or latent defect. (5) Loss or damage caused by moth, insect or vermin unless from an external cause.

(6) Loss or damage caused by leakage of liquid from a receptacle or container unless packed by the remover.

(7) 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 as a result of fire, flood, collision or overturning of road vehicles or their conveyances.

(8) Loss of data records other than cost of blank data carrying materials.

(9) 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 or 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 the customer's property is waterborne

(10) Consequential loss of any kind or description.

(11) Loss or damage from:

Ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel. The radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or nuclear assembly or nuclear component thereof. Any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

(12) Loss, destruction or damage directly occasioned by pressure wave's cause by aircraft and other aerial devices travelling at sonic or supersonic speeds.

(13) In respect of overseas removals only this insurance excludes the risks of breakage's, 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 for collision or overturning of road vehicles or other conveyances. Also excluding claims for missing items unless a valued list of contents is supplied by the owner to the Remover prior to commencement of transit, and such list approved for Insurance.