

FLEXICOVER MARINE TRANSIT INSURANCE

PROSPECTUS AND PROPOSAL FORM



BASIL FRY & COMPANY

This Insurance is available only through the intermediary of

BASIL E. FRY & COMPANY LTD

Claire House, Bridger Street, Leatherhead, Surrey KT22 8BZ

Tel: 01372 385985 Fax: 01372 385986

E-Mail: broking@basilfray.co.uk

Basil E.Fry & Co. Ltd. Is authorised and regulated by the Financial Services Authority.

Underwritten by



LONHAM MARINE UNDERWRITERS
acting for and on behalf of certain underwriters
at Lloyds

Agreement Number 6235/11

“FLEXICOVER” MARINE TRANSIT INSURANCE

The perils of international transport are varied. Good insurance is therefore essential and with the Flexicover Scheme held by your Mover and is underwritten by Lonham Marine Underwriters acting for and on behalf of certain underwriters at Lloyds, you are assured of first class cover.

The cover is on an All Risks basis, subject to the terms and conditions detailed on the final page of the proposal. The “**Standard Cover**” is subject to a Claims Excess representing 1% of the Declared Value under the Certificate of Insurance subject to a minimum of £25 and a maximum of £250. “**Super Cover**” is as per Standard Cover without a Claims Excess. “**Restricted Cover**” which is total loss only is also available – please refer to your Mover for appropriate charges if this cover is required.

It is most important that you cover your effects adequately. We suggest that before completing the form you familiarise yourself with the terms and conditions of cover on the final page of this prospectus.

COMPLETING THE VALUATION FORM

1. Make sure that all items you require to be covered are listed on the valuation form. You will see that for certain items, mainly furniture, the form is divided on a room by room basis. This is to help you remember all the effects in your consignment but is intended as a guide only. Therefore, if for example you have more than one television they can all be covered with the T.V. category under the Living Room section as long as you allow for the correct total number and value.
2. **Any effects you fail to list will not be covered.** If there is insufficient room on this form either provide a supplementary list or ask your Mover for a second valuation. If you do complete more than one ensure that the first form is marked “1 of 2” and the second “2 of 2” or as appropriate. You will see that there are a number of blank spaces on the form to enable you to insert your own category descriptions under the relevant section.
3. Make sure you value your effects correctly. You should ascertain the **replacement cost at destination** as supported by a complete valued inventory.
4. In the event of the total loss of your consignment you will have been put to the expense of shipping your goods to no avail. If you insert the cost of the Shipping and Packing costs in the appropriate section of the valuation form these costs will be met by the cover following a total loss.
5. Complete the form yourself. Do not depend upon any other party to list and value your effects adequately. In all cases check the form carefully before signing and dating is as it will form the basis of your insurance contract.

EXCLUSIONS

As suggested above, please ensure that you read the terms and conditions on the final page of this prospectus. We would particularly draw your attention to the clauses concerning owner packed effects, jewellery, money and documents.

Certain exclusions can be removed resulting in wider coverage although this will incur increased cost. If you wish to benefit from any of the three Additional Coverage options indicate the appropriate box(es) on the Valuation Form. The following additional coverage is available:-

1. Pairs & Sets. Where an item is part of a pair or set insurers will only pay for the actual part(s) lost or damaged. No payment will be made for articles in the set that are not lost or damaged. Taking this Additional Coverage increases the insurers liability to include the reduction in the entire value of the set taking into consideration the affected item within the pair or set.
2. Mildew. Damage caused by mildew is excluded from the cover. Adding this Additional Coverage increases the insurers liability to include damage caused by mildew.

3. Electrical, Electronic or Mechanical Derangement. The cost of repairing or replacing any electrical, electronic or mechanical item found not to be working on arrival that shows no evidence of external damage is excluded from the cover. Insurers will accept liability for such cost if this Additional Coverage is taken.

Charges

The charge quoted by your Mover will be for the Standard Cover, as detailed above, unless otherwise indicated. This allows cover on items listed under category P on the valuation form up to 30% of the total value of the consignment. If you require a quotation for cover without an excess or for a higher proportion of fragiles please refer to your Mover.

STORAGE

Storage incidental to transit is covered up to a maximum period of 60 days. However, if your effects are to be stored at a rental you should arrange for the cover to be extended. Additional charges will be payable.

WHAT TO DO NEXT

Once you have completed the form detach the white and yellow copies at the perforation and return them to your Mover (or return the electronic version by e mail). Retain this page and the blue copy of the form for your records.

You will then be issued with a Certificate of Insurance. When you receive the certificate check to ensure that it has been issued correctly and advise your Mover **immediately** if there are any errors.

CLAIMS

We are sure that your effects will be handled carefully. However, if you do need to submit a claim the procedure to be followed will be detailed on your certificate. In the event that your certificate is mislaid contact Removal Claims Service at the address below. Ensure that you indicate the name of your Mover, your Certificate Number, the extent of your claim and your full address.

CUSTOMER CARE

If you have any cause for complaint you should, in the first instance, contact RCS at the address below. If RCS are unable to resolve your complaint they will advise you of the organisation to contact to progress your complaint on to the next stage of the procedure.

If no satisfaction is obtained, complaints should be referred to:

1) The Complaints Officer, Lonham Group Ltd, The Captain's House, 81 Grimwade Street, Ipswich, Suffolk IP4 1LN. Tel: 01473 216116, Fax: 01473 230063, Email: lonham@lonham.co.uk

2) The Complaints and Advisory Department, Lloyd's, One Lime Street, London, EC3M 7HA. Tel: 0207 327 5693, Fax: 0207 327 5225, Email complaints@lloyds.com

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.

Insurer's Agents:-
Removal Claims Service
Claire House,
Bridge Street,
Leatherhead,
Surrey KT22 8BZ.

Tel. 01372 385970

Fax. 01372 385971

E Mail. info@removalclaims.co.uk

TERMS AND CONDITIONS OF INSURANCE

These are the terms and conditions of Insurance underwritten by Lonham Marine Underwriters acting for and on behalf of certain underwriters at Lloyds, via Basil E Fry & Co Ltd (the Broker) and your chosen Remover (the Underwritten Remover). In these Terms and Conditions, "we", "us" and "our" means Insurers. "You" and "your" means the Insured.

SUBJECT MATTER INSURED

Household Goods and Personal Effects, Antiques, Motor Vehicles, Boats and items of similar interest as declared on the Proposal Form.

TRANSIT CLAUSE (PERIOD OF INSURANCE)

From the time the Removers or their representatives take custody of the property insured until delivery at the 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 us to payment of an additional premium the period of insurance may be extended to cover property insured stored at a rental.

INSURANCE COVER

SUPER COVER is All Risks of physical loss and/or damage to the subject matter insured except for the exclusions listed below. STANDARD COVER is as per Super Cover subject to the Insured bearing a claims excess of 1% of the total Sum Insured under the Certificate of Insurance subject to a minimum of £25 and a maximum of £200. RESTRICTED COVER is total loss of the complete consignment or an individual carton or package detailed on the inventory subject to the exclusions listed below.

EXCLUSIONS

This insurance does not cover:-

1. Loss or damage resulting from wear and tear, gradual deterioration, insects, moth, vermin, rust, mould and mildew, climatic or atmospheric conditions or extremes of temperature, inherent vice or nature of the subject matter insured.
2. We will not pay for any losses that are not directly associated with the incident that caused you to claim.
3. Depreciation resulting from repairs.
4. Loss damage or expense attributable to willful misconduct of the Insured.
5. Mechanical, electrical or electronic derangement unless caused by external physical damage to the item concerned.
6. Breakage, scratching, denting, chipping, staining or tearing of owner packed effects unless caused by fire, stranding, sinking, collision or overturning of the vessel or conveyance. Also excluding claims for missing items from owner packed receptacles unless an itemised and valued list of contents is supplied to the Remover prior to commencement of transit.
7. Loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against.
8. Furs, Jewellery, Watches, Precious Stones and Metals, Money, Coins, Deeds, Bonds, Securities, Stamps of all kinds, Manuscripts or other Documents or Electronically held Data Records, Mobile Telephones, Perfumery, Tobacco Products, Foodstuffs, Wine, Spirits and the like, Firearms and Explosives, Livestock, Plants or Perishable Goods of any kind.
9. Loss or damage of motor vehicles and boats caused by scratching, denting and marring unless a pre-shipment condition report is completed prior to shipment.
10. Loss or damage to the motor vehicle(s) whilst being driven under its own power other than for the purpose of loading onto or unloading from the carrying conveyance or container. Loss of or damage to accessories and removable items unless lost with the vehicle.
11. Loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and or fusion or other like reaction or radioactive force or matter.
12. Except where property is on an overseas vessel or aircraft, any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributing cause or event – war, invasion, act of foreign enemies, hostilities or a war like operation or operations (whether war be declared or not), civil war, revolution, rebellion, insurrection, or civil commotion, assuming the proportions or amounting to an uprising, military or usurped power or any hostile act by or against a belligerent power, capture, seizure, arrest, restraint or detention, derelict mines, torpedoes, bombs or other derelict weapons of war. We will not pay any claims for any action taken in controlling, preventing, suppressing or in any way relating to war.
13. Loss damage or expense caused by Terrorism or any person acting from a political motive whilst the Property insured is stored at a rental. We will not pay claims for any action taken in controlling, preventing, suppressing or in any way relating to Terrorism.

FULL VALUE CLAUSE

The value(s) provided on the proposal form (or substitute document) must be the replacement value(s) at destination. If you fail to provide the replacement values as described above you will only be entitled to recover from insurers the proportion of the loss that the insured value bears to the full value of the property insured that was lost or damaged.

PAIRS AND SETS CLAUSE

Where any lost or damaged item is part of a pair or set the insurers will only pay for the actual part or parts affected. A payment will not be made in respect of any undamaged parts.

REPAIR AND REPLACEMENT

The insurers may at their option repair or replace any property insured lost or damaged or make a payment to the equivalent value not exceeding the replacement value of the property insured. Duty on replacement parts will only be insured if duty is declared for insurance on the proposal form together with the shipping and packing costs. Insurers may require substantiation of ownership or value of any property insured lost or damaged. No property may be abandoned to the insurers.

OTHER CLAUSES

This insurance is subject to the following:

Radioactive contamination, chemical, biological, bio-chemical and electromagnetic weapons exclusion clause:

This exclusion shall be paramount and shall override anything contained in this insurance inconsistent herewith: In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from: 1) ionising radiations from or contamination by radioactivity from any nuclear waste or from the combustion of nuclear fuel 2) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof, 3) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter. 4) 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. 5) any chemical, biological, biochemical, or electromagnetic weapon.

Cyber attack exclusion clause:

a) Subject only to b) 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 of inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus, or process or any other electronic system. b) 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, clause a) 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.

Termination of Transit clause (Terrorism):

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith.

1. Notwithstanding any provision to the contrary contained in this Policy or the Clauses referred to therein, it is agreed that insofar as this Policy covers loss of or damage to the subject-matter insured caused by any terrorist or any person acting from a political 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 Policy or 1.2 on delivery to the Consignee's or other final warehouse or place of storage at the destination named herein, 1.3 on delivery to any other warehouse or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either for storage other than in the ordinary course of transit or for allocation or distribution, or 1.4 in respect of marine transits, on the expiry of 60 days after completion of discharge overside of the goods hereby insured from the overseas vessel at the final port of discharge, 1.5 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 this Policy 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 of this Termination of Transit Clause (Terrorism).

3. This clause is subject to English law and practice.

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 and 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.

JC2008/024 Cargo Piracy Notice of Cancellation

Where this insurance covers 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 the insured 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 insurance 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.

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 and exclusive jurisdiction of the Courts of England and Wales.

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 REMOVAL CLAIMS SERVICE (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 remover 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.

COMPLAINTS PROCEDURE

If you have any cause for complaint you have should, in the first instance contact RCS at the address below. If RCS are unable to resolve your complaint you should write to us at the following address:

If no satisfaction is obtained, complaints should be referred to:

- 1) The Complaints Officer, Lonham Group Ltd, The Captain's House, 81 Grimwade Street, Ipswich, Suffolk IP4 1LN. Tel: 01473 216116, Fax: 01473 230063, Email lonham@lonham.co.uk.
- 2) The Complaints and Advisory Department, Lloyd's, One Lime Street, London EC3M 7HA. Tel: 0207 327 5693, Fax: 0207 327 5225, Email: complaints@lloyds.com

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.

Insurer's Claim Settling Agents:- Removal Claims Service, Claire House, Bridge Street, Leatherhead, Surrey KT22 8BZ Tel: 01372 385970 Fax: 01372 385971 Email: info@removalclaims.co.uk Removal Claims Service is a trading name of Basil E Fry & Co Ltd. Basil E Fry & Co Ltd is authorised and regulated by the Financial Services Authority.