



## 1. COVER

Cover is provided for All Risks of physical loss of or physical damage to customers' goods.

Your property is covered from the time it is placed into the care, custody or control of the removal company until it is delivered back to you, subject to you maintaining the insurance by payment of the required premiums for the full period of the removal and/or storage contract and subject to all terms, conditions and exclusions of this insurance as set out in this document.

## 2. AVERAGE

If your property under this insurance is, at the time of loss or damage, collectively of greater value than the value declared on your acceptance form, then you shall only be entitled to recover from The Insurers the same proportion of the loss as the declared value bears to the actual value of your property in the event of a claim.

### Example:

- Actual value of goods is £20,000
- Value declared on acceptance form was £10,000
- As the premium was based on the understanding that the entire value was £10,000, the claim settlement would be reduced by 50%.
- A claim presented at £5,000 would be offered settlement at £2,500.

## 3. PAIRS & SETS

Where any insured item consists of articles in a pair or set The Insurer will pay for individual damaged items but not for undamaged companion pieces. If the individual damaged items cannot be repaired or a replacement found The Insurer will also pay up to 50% towards the undamaged part of the set.

## 4. DEPRECIATION

The Insurer's liability is limited to the reasonable cost of repair and no claim will be considered in respect of any depreciation in value of any item as a result of such repair.

**5. DELIVERY OF CUSTOMER'S GOODS TO THIRD PARTIES** Cover will continue to be effective if you instruct the removal company to deliver goods to cleaners, repairers, restorers or other professional third parties. The Insurer will not be liable for loss or damage as a result of third-party operations and shall have the benefit of any third-party insurances.

## 6. FRAUD

If you make any claim knowing the same to be false or fraudulent as regards the amount or otherwise, this insurance shall become void and all claims hereunder shall be forfeited.

## 7. DUAL INSURANCE

If any loss or damage occurring under this policy is covered by any other insurance at the time of such loss or damage The Insurer will not pay more than its share.

## 8. BASIS OF CLAIMS SETTLEMENT

This insurance will accept claims on a loss discovered basis, that is to say any loss discovered during the period of this insurance. This will not affect any rights The Insurer may have to affect recovery of such losses discovered.

The Insurer will take into consideration the age, quality, degree of use and consequent market value of items when calculating the settlement. Please note that no property shall be abandoned to The Insurers, but The Insurers reserve the right to claim appropriate salvage on any property which is the subject of a claim settlement under this policy.

In respect of claims for loss of or damage to documents, settlement shall be limited to the sum insured declared by you. The basis of settlement will be to indemnify you for reasonable costs of printing and/or reconstruction including, where applicable, fresh research or exploration to obtain essential information.



## 9. EXCLUSIONS TO THIS COVER

- A) Loss or damage to cars or other motor vehicles including motor cycles and mopeds, caravans, boats and trailers other than whilst being carried within a closed vehicle or within a trailer specially constructed or adapted for the purpose but including loading and unloading and storage within a suitable building, where carried as an incidental part of a domestic removal and/or storage contract.
- B) Loss or damage due to mechanical, electrical or electronic derangement unless shown to be as a result of physical external damage to the item concerned or as a result of fire, flood, collision or overturning of road vehicles or other conveyances.
- C) 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 caused by collision or overturning of road vehicle or other conveyances. This policy shall also exclude claims for missing items in respect of owner-packed effects.
- D) Loss or damage which occurs prior to collection or packing by the removal company or after delivery or unpacking by the removal company.
- E) Loss or damage to jewellery, watches, trinkets, precious stones, precious metals, coins, money, deeds, bonds, securities and stamps or collections of a similar kind.
- F) Loss or damage caused by wear and tear, gradual deterioration, warping or shrinkage, moth and/or vermin unless it can be reasonably demonstrated that such loss or damage arose as a direct result of the actions or failings of the removal company or his subcontractors, agents or servants.
- G) Mould and/or mildew unless it can be reasonably demonstrated that such loss or damage arose as a direct result of storm, flood or water ingress and/or damage.
- H) Any indirect loss even if this results from the incident that caused you to claim under this policy.
- I) Loss or damage to refrigerated or frozen food and/or drink, plants (including house plants), brittle objects, items with inherent defects howsoever caused and/or goods likely to encourage vermin or other pests or to cause infestation.
- J) Prohibited or stolen goods, drugs, potentially dangerous, damaging or explosive items including gas bottles, aerosols, paints, firearms and ammunition.
- K) Animals and their cages or tanks including pets, birds or fish.
- L) Mysterious disappearance of customer's goods in store unless evidence can be provided to prove beyond all reasonable doubt that the loss is solely attributable to the dishonesty or connivance of the Insured's employees.
- M) Loss or damage directly or indirectly caused by or arising from ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component.
- N) Loss or damage directly or indirectly caused by or arising from 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.
- O) Loss or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
- P) Loss or damage directly or indirectly caused by, contributed to or arising from the failure of equipment (including hardware and software) to correctly recognise any given date, to process data or to operate properly due to failure to recognise any given date.
- Q) Loss or damage directly or indirectly caused by or contributed to, by or arising from or occasioned by or resulting from the alteration, modification, distortion, corruption of or damage to any computer or other equipment or component or system or item which processes or stores transmits or receives data or any part thereof whether tangible or intangible (including but without limitation any information or programs or software) or any alteration, modification, distortion, erasure, corruption of data processed by any such computer or other equipment or component or system or item whether your property or not, where such loss is directly or indirectly caused by or contributed to, by or arising from or occasioned by or resulting from virus or similar mechanism or hacking or phishing or denial of service attack.
- R) Loss or damage caused by Terrorism.

## 10. IMPORTANT INSTRUCTIONS IN THE EVENT OF A CLAIM

You should notify GW Twilley & Son Ltd immediately upon the discovery of any loss or damage. This can be done in person at our premises or by calling or emailing us as per the contact details at the bottom of this document or on your removal/storage contract paperwork. Our contact details can also be obtained from our website at [www.twilleys.com](http://www.twilleys.com) The Insurers upon receipt of notification shall have the right but not the duty to appoint loss adjusters and to inspect your records.

UNIT 4, PROGRESSWAY, ENFIELD EN1 1UX  
TEL: 020 8888 5156 EMAIL: [info@twilleys.com](mailto:info@twilleys.com)  
GW Twilley & Son Ltd. Reg. in England: 531783 VAT Reg. 220 9618 76





In the event of an incident likely to give rise to a claim you should: -

Give immediate notice to police in respect of:

- a) Loss or damage by theft or attempted theft
- b) Loss of money by any cause whatsoever
- c) Loss or damage by malicious persons

In respect of loss or damage to property, you must supply the Insurers with proof that such loss or damage has taken place and provide documentary evidence to support the amount being claimed.

#### **11. EXCESS**

The first £50.00 of every claim for loss or damage covered by this insurance shall be borne by you.

#### **12. CANCELLATION**

You have the right to cancel this insurance without penalty at any time. If you cancel this insurance prior to your goods being taken into our custody and control you will receive a full refund of any insurance premiums you have paid. If you cancel this insurance after your goods have been taken into our custody and control you will receive a pro-rata refund of the premium you have paid up until when you are next due to pay a renewal premium.

#### **Example:**

If your monthly insurance charge was £20 and you cancelled 15 days into a 30-day month you would receive a pro rata refund of £10.

#### **13. YOUR RESPONSIBILITIES**

It is your responsibility to ensure that all information given when applying for this insurance is true and complete to the best of your knowledge and belief. It is also your responsibility to keep this information up to date at all times and inform GW Twilley & Son Ltd immediately of any changes. Failure to do so could result in the policy being cancelled or could result in any relevant claims being reduced or refused.

If you are unsure of whether a fact needs to be disclosed, it is recommended that details are provided for consideration.

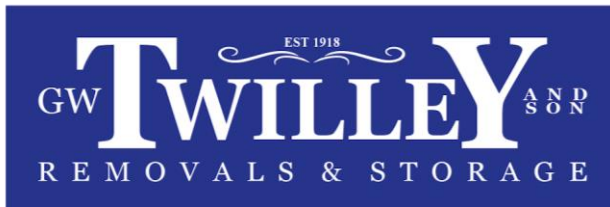
#### **14. COMPLAINTS**

GW Twilley & Son Ltd. Aims to provide a prompt, efficient and professional service in all our dealings with our customers. In the unlikely event that you have a complaint, in the first instance please contact:

Customer Care Manager  
GW Twilley & Son Ltd.  
Unit 4, Progress Way, Enfield  
EN1 1UX  
0208 888 5156  
info@twilleys.com

UNIT 4, PROGRESSWAY, ENFIELD EN1 1UX  
TEL: 020 8888 5156 EMAIL: info@twilleys.com  
GW Twilley & Son Ltd. Reg. in England: 531783 VAT Reg. 220 9618 76





We are committed to dealing with any complaints promptly and efficiently.

As members of the British Association of Removers (BAR) we abide by the BAR Insurance Consumer Code of Conduct (BAR Code of Practice 4.1). The code requires us to have a complaints procedure and to have joined the voluntary jurisdiction of the Financial Ombudsman Service (FOS). A copy of the code and our complaints procedure are available upon request.

If your complaint relates to a claim under this policy details will also be passed to The Insurer. The Insurer will investigate your complaint in line with their complaints procedure and provide you with their final written response.

Should you remain dissatisfied following The Insurer's final written response, you may be eligible to refer your case to the Financial Ombudsman Service.

#### **15. THE FINANCIAL OMBUDSMAN SERVICE**

The Financial Ombudsman Service is an independent body that arbitrates on complaints about general insurance products. You have six months from the date of a final response to refer your complaint to the Financial Ombudsman Service. This does not affect your right to take legal action.

The Financial Ombudsman Service can be contacted at:  
The Financial Ombudsman Service  
Exchange Tower  
Harbour Exchange Square  
London  
E14 9SR

Phone: 0300 123 9123 or 0800 023 4567  
Fax: 020 7964 1001  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Web: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

#### **16. INSURANCE PREMIUM TAX**

Insurance Premium Tax will be charged where applicable, in accordance with current legislation.

#### **17. APPLICABLE LAW**

The rights and obligations of the parties under this policy shall be governed by English Law and the courts of England and Wales shall have exclusive jurisdiction to adjudicate any dispute.