



**NORWICH  
UNION**

## **Norwich union Household Goods & Personal effects**

Aviva Insurance plc (hereinafter referred to as Norwich Union) hereby agree on consideration of the payment to Norwich Union by or on behalf of the Insured of the premium specified in the Schedule to insure against loss, damage, liability or expense in the manner hereinafter provided.

This insurance is subject to English law and jurisdiction.

In witness whereof this policy has been signed on behalf of Norwich Union on the date stated in the Schedule.

Authorised signatory

Patrick Snowball  
Chief Executive, Norwich Union Insurance

## **CONDITIONS OF COVER POLICY NUMBER 24267891CXC**

### **IMPORTANT**

Please read these conditions of cover carefully to ensure these meet with your requirements.

### **APPLICABLE TO HOUSEHOLDGOODS AND PERSONAL EFFECTS ONLY**

It is a condition that You will act with all reasonable despatch in all circumstances.

#### **Cover including breakage only applicable if the goods are Professionally Packed**

This insurance covers All Risks of loss of or damage to the insured goods in accordance with Institute Cargo Clauses (A), War and Strikes Clauses (copies available as a download on this site) subject also to the additional clauses below.

#### **Cover excluding breakage compulsory if the goods are Owner Packed:**

This insurance covers All Risks of loss of or damage to the insured goods in accordance with Institute Cargo Clauses (A), War and Strikes Clauses (copies available as a download on this site) but excluding breakage, denting, chipping and scratching in respect of all property unless caused by fire or by the vessel or conveyance being stranded, sunk, burnt in collision or overturned subject also to the additional clauses below.

#### **Excess:**

This policy is subject to an excess calculated at 1.5% of the grand total value subject to a maximum of £250 and a minimum of £50

#### **The following are excluded from the scope of this cover:**

1. Bank notes, shares, bonds, deeds, securities and negotiable instruments, drugs, medicines, food and drink of every description.
2. Consequential loss, damage or expense of whatsoever description.
3. Trunks, suitcases or similar items unless they are packed in an outer container.
4. Any article being worn or used by You or any other person during the insured transit.
5. Loss or damage or expense caused by delay.
6. Loss or damage or expense caused by confiscation or detention by Customs or other Officials or Authorities.
7. Loss or damage arising from wear and tear, moth, vermin, normal atmospheric or climatic conditions or inherent vice.
8. Mechanical or electrical derangement.

**The following clauses shall also apply and shall override anything to the contrary contained in the aforementioned Institute Clauses.**

#### **Antique Clause:**

Our liability is restricted to the reasonable cost of repair and no claim is to attach hereto for depreciation consequent thereon.

**Pair & Set Clause:**

In the event of loss and/or damage to any article or articles forming part of a pair or set Our liability shall be limited to the value of such parts which may be lost or damaged, without any reference to any special value which such article or articles may have as part of such pair or set; nor shall it exceed the proportionate part of the insured value of such pair or set.

**APPLICABLE TO MOTOR VEHICLES ONLY**

It is a condition that You will act with all reasonable despatch in all circumstances.

**Cover**

Loss or Damage: This insurance covers All Risks of loss of or damage to the insured goods in accordance with Institute Cargo Clauses (A), War and Strikes Clauses (copies available as a download on this site) subject also to the following additional clauses;

**Every effort should be made to ship the vehicle 'Under deck' and to obtain a pre-shipment condition report.**

**Excess:**

This policy is subject to an Excess which applies to all claims except Total Loss as follows;

Vehicles not over 5 years old: 2.0% of Insured Value (Minimum excess £200)

Vehicles between 6 and 10 years old: 4.0% of Insured Value (Minimum excess £200)

These excesses are doubled if a pre-shipment condition report is not obtained

**The following are excluded from the scope of this cover:**

1. Loss or damage or expense caused by delay.
2. Loss or damage or expense caused by confiscation or detention by Customs or other Officials or Authorities.
3. Loss or damage arising from wear and tear, moth, vermin, normal atmospheric or climatic conditions or inherent vice.
4. Mechanical, electronic or electrical derangement unless due to the application of a peril insured against.
5. Loss or damage arising from freezing of coolants
6. Loss or damage to all audio equipment unless permanently secured to or stolen with the car or of tools unless stolen with the car.
7. Rust, oxidisation or discolouration absolutely
8. Cover whilst the vehicle is under its own power other than for the immediate purposes of loading onto or unloading from the carrying conveyance.
9. Scratching, denting, chipping, and the cost of repainting and/or re-polishing
10. Loss or damage caused by blowing of tyres absolutely.
11. All Third Party Liability absolutely.

**CONDITIONS APPLICABLE TO BOTH HOUSEHOLDGOODS/PERSONAL EFFECTS AND MOTOR VEHICLES.**

The following clauses shall also apply and shall override anything to the contrary contained in the aforementioned Institute Clauses.

**Excluded Territories Clause**

This Policy does not cover sendings to from or between any Country(ies) or Territory(ies) or to from or between any place or places within such Country(ies) or Territory(ies) listed below.

- |  |                |               |
|--|----------------|---------------|
| 1. Afghanistan                                   | 10. Kosovo     | 20. Vojvodina |
| 2. Angola  | 11. Kyrgyzstan | 21. Yemen     |
| 3. Armenia                                       | 12. Lebanon    |               |
| 4. Azerbaijan                                    | 13. Liberia    |               |
| 5. Democratic Republic of Congo (formerly Zaire) | 14. Nigeria    |               |
| 6. Ethiopia                                      | 15. Rwanda     |               |
| 7. Iran  | 16. Siberia    |               |
| 8. Iraq  | 16. Somalia    |               |
| 9. Kazakhstan                                    | 18. Sudan      |               |
|  | 19. Syria      |               |

**Average Clause:**

This Policy is subject to the Condition of Average, that is to say, if the property covered by this insurance shall at the time of any loss be of greater value than the sum insured herein, the Assured shall only be entitled to receive

hereunder such proportion of the said loss as the sum insured by this Policy bears to the total value of the said property.

**Radioactive Contamination Chemical Biological, Bio-chemical, Electromagnetic Weapons Exclusion Clause:**

1. In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from
- 1.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel,
  - 1.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof,
  - 1.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter,
  - 1.4 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,
- 1.5 any chemical, biological, bio-chemical or electromagnetic weapon.

**Replacement Clause:**

In the event of loss of or damage to any part or parts of an insured machine or appliance caused by a peril covered by the Policy the sum recoverable shall not exceed the cost of the replacement or repair of such part or parts plus charges for forwarding and refitting, if incurred, but excluding duty unless the full duty is included in the amount insured, in which case loss, if any, sustained by payment of additional duty shall also be recoverable. Provided always that in no case shall the liability of underwriters exceed the insured value of the complete machine or appliance.

**Transit Clause:**

This insurance attaches from the time the effects leave Your premises and continues whilst in the normal course of transit to packer's premises, whilst there for a period not exceeding 30 days and thereafter continues during the ordinary course of transit and terminates either on delivery

- a) to Your premises or other final warehouse or place of storage at the destination named in the Policy
- b) to any other warehouse or place of storage prior to or at the destination named in the Policy which You elect to use either
  - i) for storage other than in the ordinary course of transit
  - ii) for allocation or distribution
- c) on the expiry of 60 days after completion of discharge overseas of the goods hereby insured from the overseas vessel at the final port of discharge OR 30 days after completion of unloading of the goods hereby insured from the aircraft at the final place of discharge as applicable

Whichever shall first occur.

**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 in so far 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 overseas 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 .

3 This clause is subject to English law and practice.

### **Right of Cancellation**

If you are an individual/sole trader (including a partnership in England and Wales) buying a policy which provides cover for you in both a private and business capacity, you have the right to cancel your policy during a period of 14 days from the day of purchase of the contract or the day the goods commence their transit, whichever first occurs.

### **Stamp Duty**

Stamp Duty may be payable on this Insurance within a fixed time after arrival in an overseas territory. The Assured therefore are strongly advised to take all steps necessary to comply with any such requirement of the Local Revenue Authorities.

## **CLAIMS PROCEDURE**

### **Procedure in the event of loss or damage for which underwriters may be liable;**

Liability of Carriers, Bailees or other Third parties.

You must in all cases to take such measures as may be reasonable for the purpose of averting or minimising loss and to ensure that all rights against Carriers, Bailees or other third parties are properly preserved and exercised. In particular, You are required:

1. To claim immediately on the Carriers or other Bailees for any loss of damage to the goods.
2. In no circumstances, except under written protest, to give clean receipts where goods are in doubtful condition.
3. When delivery is made by Container, to ensure that the Container and its seals are examined immediately. If the Container is delivered damaged or with its seals broken or missing other than as stated in the shipping documents, to clause the delivery receipt accordingly and retain all defective or irregular seals for subsequent identification.
4. To give notice in writing to the carriers or other Bailees within 3 days of delivery if the loss or damage was not apparent at the time of taking delivery.

### **Survey & Claim Settlement**

In the event of loss or damage which may involve a claim under this insurance, immediate notice, quoting the policy number must be given to:

Marine Claims Department  
Norwich Union Insurance  
2 – 10 Albert Square  
Manchester  
M60 8AD  
Telephone 0161 832 4466  
Facsimile 0161 839 3639

Should you require assistance with the claims process please refer to:

Marine Division  
Abbott & Bramwell Ltd  
Maine House  
Adlington Park  
Adlington  
Cheshire  
SK10 4PZ  
Telephone 01625 856240  
Facsimile 01625 856241

### **Documentation of Claims**

To enable claims to be dealt with promptly, the Assured are advised to submit all available documents without delay, including where applicable:

1. The confirmation of insurance
2. Original or copy shipping invoices, together with shipping specifications and/or weight notes.
3. Any repair estimates obtained.
4. Original Bill of lading, Consignment note or other Contract of carriage.
5. Survey report or other documentary evidence to show the extent of the loss or damage.
6. Claused delivery receipt, Landing account or other documentation to show the loss or damage on arrival.
7. Correspondence exchanged with the Carriers and other parties regarding their liability for the loss or damage.

## COMPLAINTS PROCEDURE

Our goal is to give excellent service to all Our customers but We recognise that things do go wrong occasionally. We take all complaints We receive seriously and aim to resolve all Our customers' problems promptly. To ensure that We provide the kind of service You expect We welcome Your feedback. We will record and analyse Your comments to make sure We continually improve the service We offer.

### What will happen if You complain?

- We will acknowledge Your complaint within 2 working days of receipt
- We aim to resolve complaints within 5 working days
- once an assessment and full investigation of Your concern has been made, We will respond with a decision

Most of Our customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, We will contact You with an update and give You an expected date of response. This will not be beyond 20 working days from when You first made Your complaint.

If You remain unhappy with the decision You receive from the local branch You may write to the Chief Executive. If You are dissatisfied with Our final decision, You can refer the matter to the Financial Ombudsman Service (FOS).

The FOS will only consider Your complaint if You have given Us the opportunity to resolve it and You are a private policyholder, a business with a group annual turnover of less than £1 million, a charity with an annual income of less than £1 million or a trustee of a trust with a net asset value of less than £1 million. Please follow the steps below. If, however, We do not resolve Your complaint within 40 working days, the FOS will accept a direct referral.

Whilst We are bound by the decision of the FOS, You are not. Following the complaint procedure does not affect Your right to take legal action.

### What should I do?

#### The steps You should take if dissatisfied

#### **Step 1 Seek resolution by Your insurance adviser or usual Norwich Union point of contact**

If You are disappointed with any aspect of the handling of Your insurance We would encourage You, in the first instance, to contact the manager concerned. You can write or telephone, whichever suits You, and ask Your contact to review the problem

#### **Step 2 Refer Your complaint to Our Chief Executive**

If You remain unhappy with the decision You receive, please write with full details including Policy number and/or claim number, to:

The Chief Executive  
Norwich Union Insurance  
Surrey Street  
Norwich  
NR1 3NS

A review of the matter will then be carried out at a senior level and a final decision given.

#### **Step 3 Refer Your complaint to the Financial Ombudsman Service**

If after making a complaint to Us You are still unhappy and You feel the matter has not been resolved to Your satisfaction please contact the FOS at:

Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR

## **Law Applicable**

In the absence of any written agreement to the contrary this contract and any Arbitration shall be subject to and governed by and construed in accordance with English Law and shall be subject to the exclusive jurisdiction of the English courts.

## **Data Protection Act – Information Uses**

For the purposes of the Data Protection Act 1998, the Data Controller in relation to any personal data You supply is CGU Insurance plc.

## **Insurance Administration**

Information You supply may be Used for the purposes of insurance administration by the insurer, its associated companies and agents, by reinsurers and Your intermediary. It may be disclosed to the regulatory bodies for the purposes of monitoring and/or enforcing the insurer's compliance with any regulatory rules/codes. Your information may also be used for offering renewal, research and statistical purposes and crime prevention. It may be transferred to any country, including countries outside the European Economic Area for any of these purposes and for systems administration. In assessing any claims made, the insurer or its agents may undertake checks against publicly available information (such as electoral roll, county court judgements, bankruptcy or repossessions). Information may also be shared with other insurers either directly or via those acting for the insurer (such as loss adjusters or investigators). In the case of personal data, with limited exceptions, and on payment of the appropriate fee, You have the right to access and if necessary rectify information held about You.

## **Credit searches and Accounting**

In assessing Your application, the insurer may search files made available to it by credit reference agencies who may keep a record of that search. The insurer may also pass to credit reference agencies information it holds about You and Your payments record. Credit reference agencies share information with other organisations, enabling applications for financial products to be assessed or to assist the tracing of debtors or to prevent fraud. The insurer may ask credit reference agencies to provide a credit scoring computation. Credit scoring Uses a number of factors to work out risks involved in any application. A score is given to each factor and a total score obtained. Where automatic credit scoring computations are Used by the insurer, acceptance or rejection of Your application will not depend only on the results of the credit scoring process.

## **Sensitive Data**

In order to assess the terms of the insurance contract or administer claims which arise, the insurer may need to collect data which the Data Protection Act defines as sensitive (such as medical history or criminal convictions). By proceeding with this application You will signify Your consent to such information being processed by the insurer or its agents.

## **Compensation Scheme**

We are covered by the Financial Services Compensation Scheme ("FSCS"). You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim.

For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim. For other classes of insurance, advising and arranging is covered for 100% of the first £2,000 of a claim and 90% of the remainder of the claim. There is no upper limit in either case.

Further information about compensation scheme arrangements is available from the FSCS.

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