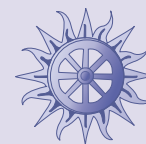


The Baxendale Insurance Company DAC

Transit Insurance offered by the Baxendale Insurance Company DAC
International
Proposal Form





HOW DO I INSURE MY HOUSEHOLD GOODS?

The first thing you need to do is to complete the proposal form.

To do this you will need to give the full replacement value of the item at destination. Full replacement value is the cost to the buy, as new, the goods in the country where you are moving too.

Take time to read the Insurance Guide and this proposal form. If you have any questions or queries then please contact your Remover and they will be delighted to assist you.

Your Remover will be able to answer queries regarding the policy, however they cannot advise you on:

- How much you should insure your goods for;
- Whether you should insure your goods or not; must be yours.

To arrange insurance must complete the Itemised Cover Form.

FORM 1 – ITEMISED COVER, EXPLAINED

Form 1 is an inventory of common household items that you may wish to take to your new home overseas.

The form is split into two categories:

Category 1: applies to high value items; and

Category 2: applies to all other items in your consignment which are not so valuable.

You can add additional items in the blank spaces if they do not appear on the list or the descriptions or match the item(s) you wish to insure. If you run out of space then please use a separate sheet of paper. If you do use additional sheets make sure you number the pages and sign/initial and date each one.

Please note:

You must declare the full replacement value of the items as new at destination.

You must insure your entire consignment. The offer of insurance is for cover for the entire consignment. We (Baxendale) will not insure selected items.

Fine art items and antique items should be valued at their current market value.

Current market value differs from “replacement value” in that it is the amount the item would sell for in an open market (such as at public auction). In assessing the current market value, factors such as the age, condition of the item, and the prices obtained for similar items when offered for sale on the open market should be taken into account.

List the number of the particular items you have in the “No of Items” column next to the description on the proposal form. Then enter the value of the item which should be:

- Replacement at destination; or
- For fine art items or antiques the current market value.

If you have more than one of the same item, three televisions’ for example and they are not of equal value, then they must be listed separately. If they are not listed separately they will be treated as being of equal value in any claims settlement and you may receive a lower amount than you the amount you have claimed.

Category 1 and 2 explained:

What is Category 1?

Category 1 is for fragile and high value items. The risk to these items by their very nature is considered by Us to be higher than Category 2 items.

If the value of the items in Category 1 exceeds 20% of your total replacement value an additional premium called an “uplift” is payable.

For example: if 30% of your consignment is made up of Category 1 Items- you will be asked to pay an additional 30% of the basic premium. The uplift reflects the higher risk associated with this mix of items within the consignment.

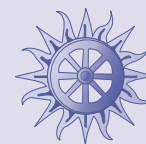
What is Category 2?

Category 2 items are less valuable items and items which are not considered to be high risk by insurers.

There is no uplift payable in regards to Category 2.

Please use additional pages if the form does not provide enough space for all your items.

[Click here to download the Itemised Cover Form](#)



Get the full benefit out of the policy:

To get the full benefit out of the policy you should:

1. insure your entire consignment.
2. insure your goods for the full replacement cost of the goods as new at destination;
3. fine art items and antiques should be insured for their current market value.

Be aware that if you underinsure your consignment We (Baxendale) will apply average to any claim. In simple terms, this means that if you insure your total consignment for half its true replacement value, We could reduce each and every part of your claim by half.

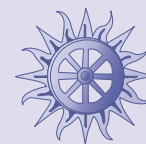
Owner packed goods:

The insurance will not cover goods that have been packed by you or others. The policy will only cover goods packed by the Remover or their sub-contractors' or agents.

What happens if I don't insure?

We cannot stress how important it is to take out insurance to cover your goods during international transit. No matter how well goods are packed or wrapped, ships can and do run aground and sometimes sink, vehicles collide with other vehicles, floods and fires can occur. All of these types of risks are covered by the policy.

If an item is lost or damaged as a result of the Remover or the Remover's agents' negligence or breach of contract, liability is limited to a fixed sum under the terms of the removal contract so you won't be able to claim for the cost of replacement as new. Even if the terms of the removal contract did not limit liability to a fixed sum, in law you would not be able to recover the cost of replacement as new. The most you would be able to recover would be cost of repair or the current market value of the item. By insuring your goods you will have another option for making a claim.



OPTIONAL INSURANCE PROTECTION

The following options are available for Itemised Cover to enable you to tailor the cover that is most suitable to your needs.

Pairs and Sets

Under the terms of the policy, if part of a pair or set is lost or damaged, We will only cover one item even though the set may now be incomplete. Purchasing pairs' and sets cover will ensure that if part of a pair or set e.g. a dinner service, is lost or damaged, the entire set will, subject to the terms of the policy, be replaced or compensated for if we are unable to repair or replace the damage or missing part.

To purchase this optional cover add the items you wish to cover to Section R - Pairs and Sets.

An additional premium is payable. This option will be charged at the same rate as the transit insurance premium.

Mechanical and Electrical Derangement

The policy provides cover for loss or damage to electrical and mechanical items where there are clear signs of external impact damage. It will not cover mechanical or electrical derangement where an item simply does not work and there is no obvious sign of damage.

Choosing this option will ensure that your electrical and mechanical items are covered against loss, damage and derangement, subject to the terms of the policy.

To include cover for mechanical and electrical derangement, include the items you wish to cover in Section S - Mechanical and Electrical Derangement.

An additional premium is payable. This option will be charged at the same rate as the transit insurance premium.

Packing and Shipping

Packing and Shipping Insurance will cover you for the packing and shipping costs of your move. If your entire consignment is lost, you will be able to claim back your packing and shipping costs.

An additional premium is payable. This option will be charged at the same rate as the transit insurance premium.

To insure the packing and shipping charges simply enter the total figure of your removal charges in Section T - Packing and Shipping.

Mould and Mildew

So long as there is a source of moisture, mould and mildew can develop on furniture clothing, books and any material that can absorb moisture

Mould and mildew damage is covered under the policy if it develops as a result of water (sea or rain) wetting the consignment during the course of transit or storage.

However mould and mildew can also develop as a result of changes in atmospheric conditions. For example condensation forming as a result of changes in ambient temperature can, in the right conditions, cause mould and mildew to develop. The policy excludes damage caused as a result of changes to atmospheric conditions.

Cover against this risk can be purchased for an additional premium. To arrange cover tick the box in Section U.

Storage extensions

If you require storage, the policy will continue to cover your goods for up to 60 days at no extra cost.

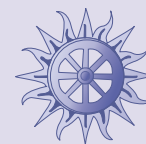
If you keep your goods in storage for longer than 60 days you must tell your Remover and they will arrange for the cover to be extended.

You will have to pay an additional premium for any extensions whilst the goods are held in store beyond the initial 60 days.

What happens in the event of a claim?

If you need to make a claim you must:

1. Contact the Remover that you contracted with;
2. Within 7 days of delivery notify the Remover in writing of the items lost or damaged;
3. The details of the claim will then be passed to our approved claims handling agents to deal with the claims on our behalf;
4. Within 60 days provide the claims handling agency with repair estimates and any other documentation requested for the processing of your claim. As with any type of claim, it is the responsibility of the person making the claim to obtain estimates and any evidence to support their claim;
5. Do not dispose of any items or let the delivery agent remove any damaged items without Our or the claims handlers' written consent.



STORAGE EXTENSIONS

Your shipment is insured from the time that your goods were packed to the time it reaches your residence at destination (as specified on your proposal form). If your consignment is going into store then this policy insures your consignment for the following time period:

Type of Goods	At origin	At destination
Household Goods	60 Days	60 Days
Motor Vehicles	60 Days	60 Days

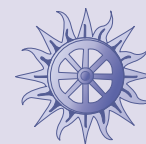
If your goods will remain in store after this time limit, we would advise you to request a Storage Extension. Storage premiums vary around the world and depend on many factors including size of consignment and number of months in store. You must ensure that your insurance cover is maintained until your goods are ultimately delivered to you, failure to do so may prejudice your ability to claim.

N/B Storage at Destination - Your goods must be stored in in the Remover's or remover's agents approved warehouse

Arranging a Storage Extension

Your Remover will advise you of the rate charged for storage extension at your survey. You should contact your Remover to arrange storage extension insurance.

Please note that insurance extensions for storage will not be arranged until payment has been received.



THE POLICY

The policy wording below sets out the terms and conditions under which we are prepared to insure your goods while they are in the care and control of the remover.

The policy is contract between you and Baxendale.

1. Definitions

Words or expressions appearing in the policy terms and conditions have been defined and they will have the meaning set out below whenever they appear in the policy terms and conditions:

“Baxendale” means The Baxendale Insurance Company DAC (Designated Activity Company);

“Both to blame” means a clause in the contract of affreightment requiring cargo owners and shippers to make a contribution towards losses arising from a collision at sea;

“Claim” means a single loss or series of losses arising from one incident or event;

“Claims Handlers” means claims handlers appointed by Us to process Claims on our behalf made under the Policy;

“Exclusion” means something the policy does not cover as listed in the “Exclusions”;

“Electronic Equipment” means but is not limited to computers, laptops, tablets, mobile phones, home entertainment systems, smart hubs/devices, or external hard drives;

“Excluded Items” means specific items or things that the policy does not cover;

“General Average” means the declaration by the shipping line calling for contributions for losses, costs, or expenses, including but not limited to salvage charges under a contract of affreightment;

“Goods” means items for non-commercial use which are subject to the removal/storage services;

“High Value Items” means any Item You have listed on the Proposal Form as being over £500;

“In Writing” includes e-mail;

“Limit of Cover” the most We will pay You in respect of a Claim;

“Money” means cash, current bank and currency notes, cheques, traveller’s cheques, postal or money orders, bankers drafts, current postage stamps, saving stamps or certificates, bonds, premium bonds, luncheon vouchers, current travel tickets, season tickets, loyalty cards, gift tokens, lottery tickets, trading stamps, gift vouchers, pre-paid phone cards, stamps for the payment of television licences, or utility bills;

“Premium” means the fee charged by Us in return for providing

cover including Insurance premium Tax (IPT) including Premiums for Storage Extensions ;

“Pre-existing Damage” means damage to the Goods that is not caused during transit or storage and before the Goods came into the care and control of the Remover including but not limited to wear and tear;

“Policy” means this Policy as amended by Us from time to time;

“Proposal Form” means the itemised form completed by You showing the replacement value of Your Goods at destination;

“Remover” means the removal company or their appointed sub-contractors, servants or agents who have been engaged by You to provide You with removal or storage services;

“Services” means transit by road rail, sea or air, storage and any other services provided by the Remover;

“Storage” means storage of the Goods by the Remover;

“Storage Extensions” means the continuation of the Policy while the Goods are in store;

“Sum Insured” means the maximum sum, together with any increases requested by You In Writing, declared by You on the Proposal Form;

“Terms” means all terms, exceptions, conditions and limitations which apply to this Policy;

“Total Loss” means damaged beyond repair, damaged beyond economical repair or damaged to such an extent that the Goods cannot fulfil their original function;

“Transit” means the period that the Goods are in the care, custody, and control of the Remover for the purpose of carrying out the Services;

“We, Us or Our” means the Baxendale Insurance Company DAC (Designated Activity Company);

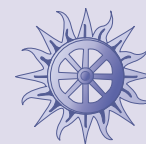
2. Geographical Limits

This Policy will apply to Services provided by the Remover to You around the world.

3. Cover

Subject to You paying the Premium (s) invoiced by the Remover, We agree to insure the Goods under the Terms of this Policy from the time the Goods come into the care and control of the Remover, meaning the Goods are in physical possession Remover, until they are, delivered to the destination address as notified by You, or when the Goods are handed out to You from Storage.

No other terms or conditions or variations to the Terms shall apply without Our express written consent prior to the start of the Services or before the Goods come into the care and control



of the Remover.

4. Premiums

You agree to pay all Premiums.

If Your Goods are in Storage, You agree to pay the Premiums for Storage Extensions by direct debit or such other payment arrangement as the Remover may request from time to time.

It is Your responsibility to ensure that all Premiums are paid and up to date.

You agree that We may deduct any outstanding Premiums from any settlement We make in respect of a Claim.

Failure to pay Premiums may result in the cancellation of the Policy.

5. Sum insured

The Sum Insured You enter on the Proposal Form must represent the full replacement value of the Goods as new at destination.

You agree that Our liability to You under this Policy shall not exceed the Sum Insured declared by You.

6. Underinsurance

You agree that if Your declared Sum Insured is less than the full replacement cost of all Your Goods at destination, Your Claim maybe reduced in proportion to the amount of under insurance.

7. Duration of cover

Subject to you paying the Premium(s), cover will commence when the Goods come into the physical care and control of the Remover for the purposes of Transit and or Storage. The cover will cease when the Goods are redelivered to You or the Goods are collected from the Remover by You or Your nominated agent or contractor.

8. Excluded Items

We will not insure and are not liable for Excluded Items. The following are Excluded Items:; jewellery, watches, smart watches, sun glasses, precious stones, Money, coins, bullion, deeds, bonds, securities, stamp or medal collections, furs, perfumes, tobacco, cigars, cigarettes, spirits, foodstuffs, medicines, drugs, perishable or corrosive goods, paint, pressurised containers or canisters, explosives, firearms, ammunition, flammables, flat pack furniture, pornography in any format, livestock, animals, plants, human or animal remains or ashes, mobile phones, tablets, smart hubs, memory sticks, SD cards, information or data contained in any document or electronic device and any Goods packed by You or anyone other than the Remover.

9. Time limits for making claims

Claims made under this Policy must be notified In Writing to the Remover within the following time limits:

1. Within 7 (seven) days of delivery of the Goods or in the case of non-delivery **7 (seven) days** from the date the Goods should have been delivered;

2. At the time of collection of the Goods from the Remover or the Remover's sub-contractor or agents by You or Your nominated agent or contractor;

3. At the time of delivery of the Goods where the Remover has been instructed to deliver the Goods to a third party such as, but not limited to, a third party warehouse or self-store.

Verbally advising the Remover will not be sufficient notification under this Policy. Notification of a Claim must be made In Writing.

Failure to comply with the time limits stated above could prejudice Us and may result in the Claim being declined by Us and all benefit under the Policy maybe lost.

An extension to the time limit for reporting claims maybe agreed in writing prior to the commencement of the services. Whether an extension is granted, the length of the extension, and the terms and conditions of any agreed extension will be at Our discretion. If You know that You will be unable to meet the time limits for reporting a Claim due to the fact that You are away, travelling, have work commitments, or are indisposed for some reason, You should consider either delaying delivery until You are available or arranging for someone to receive the Goods and report any Claim on Your behalf.

If an extension is granted We reserve the right to charge an additional Premium in consideration to granting such an extension.

10. Making a Claim

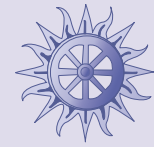
You must notify the Remover In Writing within the time limits stated in Condition 9.

If Your Goods are damaged You should identify the Goods and describe the nature of the damage.

Do not repair or dispose of any Goods that are damaged unless You have the written approval of the Claims Handlers.

If You are making a Claim for missing Goods, You should identify the missing Goods on the packing list and Proposal Form and give a full description of the Goods.

You must confirm In Writing the amount You are claiming for each item and the basis in which the amount is claimed for example the cost of repair.



11. Information

You maybe asked to provide information that is reasonably required to substantiate Your Claim.

If requested, damaged Goods must be made available for inspection either by the Claims Handlers or a third party appointed by the Claims Handlers to assist in the Claim such as a restorer, loss adjuster or expert.

You will only be asked for information relevant to Your Claim such as, but not limited to;

- Evidence in whatever form to support the amounts claimed;
- Receipts;
- Reports detailing damage;
- Third party correspondence;
- Photographs;
- Video footage;
- Proof of ownership;
- Operating manuals;
- Extended warranty/guarantee details
- Valuations;
- Crime reference numbers;
- Details of any other policy of insurance that covers the Goods

You agree to provide such information if it is requested. Failure to co-operate with reasonable requests for information may delay the processing of Your Claim and in some cases may result in Your Claim being declined.

You must tell the Claims Handlers about any previous insurance related incidents that have involved the Goods which are subject to the Claim, including but not limited to, fire, water damage, theft, accident or if they have been repaired or restored or subject to a previous transit/storage claim.

12. Duty to mitigate Your loss

In the event of a Claim You must take all reasonable measures to minimise Your loss. This means that You must keep Your losses to a minimum. For example if an item is wet, a delay in drying the item out may affect the chances of its successful restoration.

13. Third parties

You agree to assist Us pursue recovery, where applicable, against any third party who has caused the loss or damage to the Goods.

14. Misrepresentation

If You or anyone representing You, provides the Claims Handlers or Us with misleading or incorrect information, false documents, or makes a Claim or part of any Claim that is fraudulent, false or exaggerated, We may at Our option reject the Claim, reduce the amount of any settlement, and or cancel or void (treat it as it never existed) the Policy without refund of the Premium and apply a cancellation charge.

If, in Our reasonable opinion, We consider that an attempt has been made to submit a fraudulent claim or if fraud has been committed, We will cancel or void (treat it as it never existed) the Policy without refund of the Premium, apply a cancellation charge, recover from You any costs We or the Remover has incurred in dealing with the Claim, and pass the details to law enforcement agencies.

15. Basis of settlement

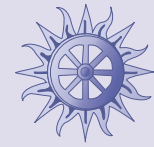
Our Claim Handlers have delegated authority to deal with Claims on our behalf.

We/the Claims Handlers can choose one of the following options to settle the Claim:

- Pay You a cash settlement to cover the cost of repairs; or
- Arrange repairs at Our cost; or
- Pay You a cash settlement to reflect the damage and any loss of appearance;
- In the event of loss of Goods replace the lost Goods with a replacement of similar quality; or
- In the event of loss Goods pay You a cash settlement so You can replace the item or Goods with replacements of similar quality;
- In the event of a Total Loss, replace the Goods with a replacement of similar quality; or
- In the event of Total Loss, pay You a cash settlement for the Goods to cover the cost of a replacement of similar quality.

Repair

We will only pay for repairs to damages caused in Transit or Storage. We will not pay for Pre-existing damage.



If Goods can be economically repaired, they will not be considered to be a Total Loss and there is no obligation on Us to replace them as new.

We may at Our option, pay You a cash settlement to cover the reasonable cost of repair. The amount We will pay You will not exceed the amount We would have to pay Our preferred restorer.

Alternatively, at Our option, We may arrange to have the Goods repaired and We will pay a third party to carry out the repair.

Replacement/Total Loss

If the Goods cannot be economically repaired, the Goods will be considered to be a Total Loss and We may, at Our option, either pay You cash, based on the full replacement value of a replacement item of similar quality, or if an equivalent replacement is not available, pay You cash based upon the prevailing current market value of the Goods at the time the Goods were lost or damaged.

Our option

The basis of any settlement under this Policy will always be at Our option.

Salvage

If We agree to replace Goods which are a Total Loss or We pay You a cash settlement, the Goods will become Our property and the Goods must be released to the Remover or the Claims Handlers prior to the delivery of replacement Goods or payment of any cash settlement.

If the Goods are not released to the Remover or Claims Handlers the settlement will be reduced to reflect the fact that You have retained possession of the Goods.

Lost Goods, which are subsequently located after settlement of the Claim, will become Our property and We may dispose of the Goods at our discretion. We may offer to return the Goods back to You on the condition that all or part of the settlement is returned to Us.

Clothing and linen

Claims for clothing, footwear and household linen including but not limited to bed linen and curtains will not be subject to replacement as new. The age, quality, degree of use, and market value will be taken into consideration when settling the Claim for these items.

Matching pairs, sets or suites

If You make a Claim for an item which forms part of a matching pair, set, or suite, or matches another article of the same type, colour or design, We will only pay for the cost of repair or replacing the damaged or lost parts. We will not pay any

additional costs for altering or replacing any item or parts which form part of the pair, set or suite or matches another article of the same type, colour or design unless You decide to take out additional cover (See Matching pairs, sets, or suites, waiver below).

Optional Matching pairs, sets or suites waiver:

On payment by You of an additional Premium We agree to waive the matching pairs, sets or suites clause above. The waiver is subject to the following conditions:

If the damaged or missing item of the pair or set or suite can be replaced with an exact replacement and at a reasonable cost, We reserve the right, at Our option to pay you cash compensation to cover the cost of replacement of the item only; and

If the item is damaged and can be repaired without affecting the appearance of the matching pair, set, or suite as a whole We will either pay for the repair of the item or We will pay You cash compensation to cover the cost of the repair in accordance with condition 15.

Documents

The basis of settlement for lost or damaged documents will be limited to the value of the materials as stationery together with the clerical labour in writing the document. The limit for any one document will be £5.00 (five pounds) and the total limit for all documents will not exceed £100 (one hundred pounds) unless previously agreed with the Remover before the start of the Services. Any value in the information contained within the document is not covered under this Policy.

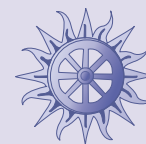
Electronic information data and software

We will pay You up to £50 per Electronic Equipment item for loss or damage to electronic information, data or software which You have stored on Electronic Equipment and which has been lost as a direct result of physical loss or damage to Electronic Equipment.

We will not pay the cost of remaking a file, tape or disc, or rewriting the information or data stored on the Electronic Equipment.

High Value Items

High Value Items must be listed, In Writing, either on the Remover's acceptance form or such other written documents as maybe requested by the Remover. If an item is not listed it will be assumed for the purposes of this Policy and any subsequent



Claim that the item's value is less than £500.

In the event of a Claim for a High Value Item, You maybe be asked to provide a professional valuation or purchase receipt in order to establish the items value and to confirm ownership. You agree to provide such information if it is requested. Failure to provide information which is reasonably requested may delay the processing of the Claim or affect the outcome of Your Claim.

Where it is alleged that an item (High Value Item or not) has been stolen, it is a condition to making a Claim under this Policy, that You report the alleged theft to the police and provide the Clams Handlers' with the contact details for the investigating officer, the police station and the crime reference number.

Our limit

The most We will pay You for any Claim is the Sum Insured as declared by You for each Item listed on the Proposal Form.

Where You declared an overall value for a number or group of items We will apply an average value for each item.

For example if You have five vases and you have insured them for a total of £100 We will pay up to a maximum of £20 for each vase

16. Exclusions

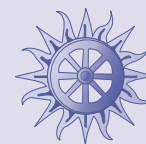
This Policy does not cover and We will not pay for the following:

1. Any item that is not listed on the Proposal Form
2. Pre-existing damage;
3. Loss, damage, costs or expenses due to Your misconduct;
4. Excluded Items;
5. Lack of maintenance;
6. Creasing to clothes or household linen;
7. Loss or damage caused by leakage, loss in weight or volume or wear and tear ;
8. Loss or damage including but not limited to discolouration, arising from the nature of the Goods or any defect or inherent characteristic making the Goods susceptible to damage caused by but not limited to vibration, temperature, or humidity;
9. Electrical or mechanical failure or derangement unless directly attributable to obvious external physical impact damage;

Mechanical failure or derangement waiver

Additional cover is available at Your option subject to an additional premium. Please note that the additional cover will only cover mechanical or electrical failure or derangement arising from transit/storage. The Waiver will not cover, pre-existing faults or damage, or faults which are public knowledge such as those reported , discussed or feature in the press, media, or internet including but not limited websites or discussions forums, or due to incompatibility with power supplies or broadcast or transmitter frequencies.

10. Loss of value or depreciation arising from loss or damage or repairs or restoration. We are insuring the Goods on the understanding that they are non-commercial Goods for domestic use only and are not subject to any agreement for their sale or purchase.
11. Indirect or consequential loss with shall include but not limited to: loss of use, amenity, enjoyment, contracts, business, anticipated savings, profit, earnings, rent, income, time , sales, value (actual or sentimental), time spent in preparing or submitting Your Claim, travel, time or other expenses;
12. Loss or damage caused by You or third parties such as but not limited to workmen, visitors, for family members;
13. Costs or expenses incurred by You in preparation and submission of your Claim unless We or the Claims Handling Agents have expressly approved such costs or expenses In Writing before any costs or expenses are incurred;
14. Gradual deterioration wear and tear shrinkage or movement;
15. Mould, mildew, fungus, or loss or damage caused by changes in ambient temperature or in climatic conditions unless caused or resulting from ingress of water during Transit or Storage. Additional cover is available at Your option for mould and mildew cover subject to You paying an additional Premium.
16. Loss or damage caused by leakage of a liquid or substance from a bottle or similar container;
17. Goods which are packed or unpacked by You or a third party;
18. Goods that are handled, inspected, seized or confiscated by police, customs, local or national government agencies;
19. Loss or damage arising from repairing, cleaning, restoration or fumigation;
20. Loss or damage caused by insects;
21. Loss or damage caused by vermin or other natural



infestation;

22. Faulty design, faulty manufacture or for any inherent or apparent defect in the Goods;
23. Loss or damage caused by war, civil war, rebellion, civil unrest, revolution, terrorism including but not limited to nuclear, chemical, biological means;
24. Loss or damage directly or indirectly caused by radiation or contamination from nuclear fuel, nuclear waste, or radiation of any kind;
25. Loss or damage caused by pressure waves caused by but not limited to aircraft travelling at sub-sonic or super sonic speed;
26. Corruption of data caused by a computer virus.

17. General Average

This Policy covers You against General Average and salvage charges adjusted or determined according to the contract of affreightment, governing law, and or maritime practice, which are incurred to avoid or in connection with the avoidance of loss or safety of the cargo or the carrying vessel or both.

18. Both to blame collision:

This Policy covers You against such proportion of liability You are asked to pay under a contract for affreightment "Both to blame collision" clause (the Clause)

In the event of a claim by the ship-owners/ operators under the Clause, You agree to notify the Remover or Claims Handlers and We will have the right at Our expense to defend You against any claim arising under the Clause.

19. Contracts (Rights of Third Parties) Act 1999:

The provisions of the Contracts (Rights of Third Parties) Act 1999 do not apply to this Policy. This Policy does not confer any rights or benefits on any third parties and no third party can make a claim under the Policy or enforce any rights under the Policy. This condition does not affect Your rights as the insured under the Policy.

20 Governing law and jurisdiction:

Unless agreed otherwise in Writing:

1. The law of England and Wales will apply; and
2. The courts of England and Wales shall have exclusive jurisdiction