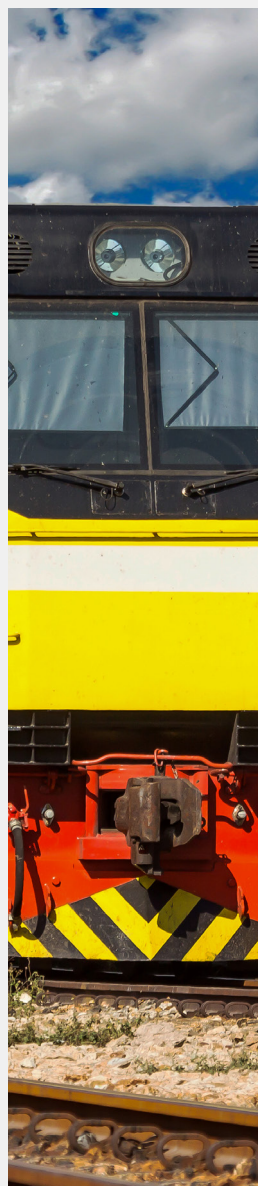
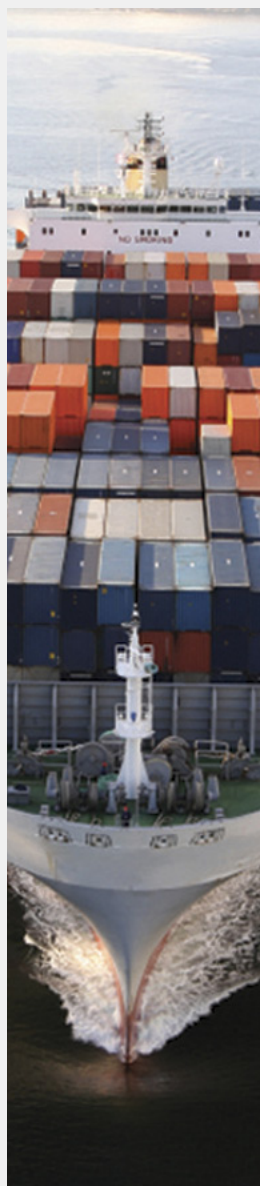
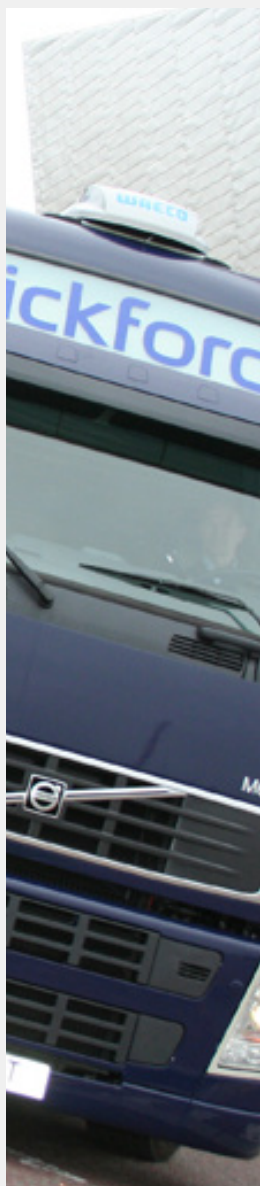


International Transit and Storage Insurance

Guide and policy wording to your cover offered by
The Baxendale Insurance Company DAC



a move as individual as **you**

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Introduction

Thank you for choosing Pickfords for your international move.

As part its services, Pickfords offer marine insurance cover for your goods during transit to their ultimate destination.

Although it is referred to “marine” insurance, the policy provides cover for international transit by road, sea, and air. It will also cover your goods if storage is required.

Insurance is available for your peace of mind, to take care of the unexpected things that can happen from time to time.

This guide contains everything you need to know about the insurance.

Please take time to read this guide, the policy terms and conditions, and also the Proposal Form. If you have any questions we would be delighted to help, so please contact your personal Move Co-ordinator.

This guide explains:

- the relationship between you (the customer) and the insurer The Baxendale Insurance Company DAC (Baxendale);
- the terms of the marine policy which you can purchase through Pickfords Move Management Ltd (Pickfords);
- the role of Pickfords in relation to the sale of insurance products;
- the role of Centry Services Limited (Centry) in regards to claims handling.

Overview

The policy:

The policy is evidence of the contract between the policyholder (you) and Baxendale.

It is based upon information you have provided Pickfords when you requested a quotation from Pickfords and when you completed their acceptance form and the Proposal Form.

The terms and conditions of the Policy are set out below on pages **9 – 16** of this guide and can also be found in the Proposal Form.

Demands and needs:

The policy is intended to meet the demands and needs of customers' who wish to insure their household effects against loss and damage during the course of international transit and storage.

No advice/recommendation is given by Pickfords or Baxendale as to whether the policy is suitable for your demands and needs.

Having read this guide, it is your decision, whether the policy meets your particular demands and needs.

Your cover:

It is important that you notify Pickfords of any changes you wish to make to the information you have provided as this may affect your cover.

Please read through this guide, the Policy, and the Proposal Form carefully. It is important that you understand the terms and conditions on which Baxendale are agreeing to insure your goods and in particular the restrictions and exclusions that apply.

You must insure your entire consignment. You cannot just insure selected items.

We suggest that you keep this guide in a safe place in case you need to refer to it at a later date.

Duration of cover:

If you decide to accept the offer of insurance, your goods will be insured from the time that the goods are packed to the time they are redelivered to the delivery destination as specified by you on the Proposal Form.

The policy will remain in force for the duration of transit.

"Transit" includes overnight stops and holding the goods for a short period of time for onward transportation.

Cover ceases upon redelivery or on collection of the goods by you or persons acting on your behalf

Storage extensions:

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

Insurance cover can only be provided if your goods are stored in either a Pickfords or Pickfords agents warehouse. Cover will not be provided for storage in third party storage premises.

If you keep your goods in storage for longer than **60 days** you must tell your Move Manager and they will arrange to have the cover extended.

You will have to pay an additional premium for any extensions whilst the goods are in store.

It is strongly recommended that you do not cancel the insurance whilst the goods are held in store and you continue to maintain the storage extensions on the goods until you take delivery.

If you do cancel the insurance, while the goods are in store, Baxendale may not be able to consider any subsequent claim you make, as it may not be possible to establish whether the loss or damage occurred during the period of cover or after you cancelled the insurance.

Insurance cover is provided subject to you paying the premium, storage extensions, and insurance premium tax (IPT) where applicable.

If you fail to pay the premiums or storage extensions Baxendale reserve the right to treat the policy void.

Additional cover:

If you require it, additional cover is available for:

- Loss or damage for electrical or mechanical derangement
- Loss or damage caused by mould or mildew;
- Matching pairs sets or suites;
- Packing and shipping costs;

To arrange any of the above, select the additional cover you would like on the proposal form.

Additional cover is subject to an additional premium.

Institute Cargo Clauses 2009 (A)

The terms of the Policy are based upon the Institute Cargo Clauses 2009 (A).

Institute Cargo Clauses (A) are considered to be the widest insurance coverage available for transit risks.

General Average:

Under maritime law, and under the terms and conditions under which the shipping lines carry cargo (known as a contract of affreightment or bill of lading), owners of cargo such as you, can be asked to make a contribution towards the costs of repairs, loading, unloading, maintaining the crew and any other expenses incurred for the safe completion of the voyage should the vessel get into distress. This is known as "*general average*".

General average can also be applied if the captain of the vessel decides to jettison some of the cargo overboard in order to save the vessel and the rest of the cargo. In this situation the owners of the vessel and the owners of the remaining cargo will be asked to contribute towards the cost of compensating the owners of the cargo that was jettisoned.

Subject to the terms of the policy, you are covered against General Average claims made by the shipping line.

"Both to blame" clauses:

It is practice in international transit by sea, that the terms and conditions under which shipping lines carry cargo (known as a contract of affreightment or bill of lading) contain what are known as "*both to blame*" clauses.

These clauses state that in the event of a collision of two or more ships, where all ships are equally to blame, all owners and shippers having a financial interest in the voyage must share in all losses. The losses are based in proportion to the monetary values of their particular interest (such as the value of their cargo/goods) prior to the collision.

Subject to the terms of the policy, you are covered against claims arising from "both to blame" clauses.

Compliance

How your personal information will be used:

All personal information will be held in strictest confidence and will only be used for the purposes for which it has been collected.

Pickfords will collect your personal information when you:

- Ask Pickfords for a quotation for removal or storage services;
- Purchase any of Pickfords services;
- Purchase marine insurance;

When providing information about others, who may be insured or may have a legal interest in the goods or in the insurance cover, you confirm that you have the consent of those individuals to supply us with their personal information as well.

The type of personal information that will be collected from you and processed includes:

- Your name and address (collection, delivery and/or temporary);
- The name and address and contact details of those who have a legal interest in the goods or in the insurance cover;
- Telephone numbers (landline and/or mobile);
- E-mail addresses (home or work);
- Credit/debit card details;
- Bank details;

Your personal information or information about your policy maybe shared with others in order to;

- Provide you with removal/storage services;
- Provide you with insurance cover;
- Handle claims/complaints;
- Prevent or detect crime*;

***You should be aware that law enforcement agencies and other authorities may request the disclosure of information in order to prevent or detect crime and Pickfords must comply with their legal obligations.**

Information will not be disclosed to anyone outside Pickfords/Centry/Baxendale who are not involved in providing you with removal/storage or insurance services except where we:

- Have your permission to do so;
- Are required to do so by law.

In order to provide you with removal and or storage services, it will be necessary for Pickfords to pass your information to those involved in the transport of your goods to their ultimate destination such as but not limited to the shipping line, customs, and Pickfords destination agents.

If you make a claim, it may be necessary to give information about you, your claim and policy to other people such as Centry, restorers, investigators or loss adjusters. They will only use the information to assist with the processing of your claim.

Regulatory status:

Pickfords is a member of the British Association of Removers (BAR) and must comply with their Code of Conduct which is sponsored by the Trading Standards Institute.

The BAR Code requires the member to hold voluntary membership of the Financial Ombudsman Service. Pickfords is a voluntary member.

The insurer, the Baxendale Insurance Company DAC is regulated by the Central Bank of Ireland.

If you have a complaint:

If you wish to make a complaint, contact your Move Manager and request a copy of the Complaints Procedure and follow the procedure in relation to insurance complaints.

Terms of engagement

The terms of engagement below explain your relationship with Pickfords, Centry, and Baxendale.

Pickfords acts as agent for Baxendale under the terms of an agency agreement. Under the terms of the agency agreement Pickfords is authorised by Baxendale to:

- arrange insurance for the benefit of the customer with Baxendale;
- collect premiums on behalf of Baxendale;

Under the terms of the agency agreement Pickfords earn a brokerage fee of 25% on the placement of cover with Baxendale.

Centry are Baxendale's appointed claims handling agents who have authority to handle claims on Baxendale's behalf.

No representations are made nor do Pickfords guarantee or warrant the present or future solvency or financial standing of any insurers or insurance markets Pickfords use now or in the future. Pickfords will not be liable for any delay or nonpayment of a claim by Baxendale.

You have up to 14 days "cooling off period" from the date you first received this guide to check that the insurance meets your particular demands and needs.

If the policy does not meet your demands and needs you can cancel it and the premium will be refunded to you.

If you do not exercise your right to cancel during the cooling off period, your policy will continue as normal. To exercise your right to cancel the policy, you must notify Pickfords in writing before the start of the services.

If Pickfords have started to provide any part of the service during the cooling off period, and/or a claim has already been made, or is intended to be made, and/or an incident likely to give rise to a claim under the insurance has occurred, you will not be entitled to cancel the Policy.

Baxendale has the right to cancel your policy at any time giving you 7 days notice in writing to your last known address where there is a valid reason to do so. The policy will end immediately when the seven day notice expires and your goods will no longer be covered.

If a claim has already been made, and the Policy is cancelled, the premium will not be refunded.

The notice will explain the reasons why the Policy has been cancelled. Reasons for cancelling your policy may include but are not limited to:

- Nonpayment of the premium or storage extensions when requested to do so;
- Failure to co-operate with Pickfords/Centry /Baxendale in accordance with the terms of the policy, such as but not limited to, failing to provide information or documentation which materially affects the ability of Pickfords, Centry, or Baxendale to assess your risk or process your claim;
- Fraud, misrepresentation or any attempt to gain an advantage under the insurance to which you are not entitled;
- The use of threats, abusive behaviour, abusive language, intimidation or bullying used towards Pickfords, Centry or Baxendale staff or those appointed to assist with the claim such as loss adjusters, suppliers restorers or others.

The Policy

The policy wording below sets out the terms and conditions under which Baxendale is prepared to provide insurance cover on your goods while they in the care and control of Pickfords.

The policy is the contract between you, the customer, and Baxendale.

POLICY TERMS AND CONDITIONS:

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 with the policy terms and conditions:

“Baxendale” means The Baxendale Insurance Company DAC;

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

“Centry” means Centry Services Limited who are appointed by Baxendale as their Claims Handling Agents;

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

“Exclusion” means something the policy does not cover as listed in the section entitled Exclusions’.

“Electronic Equipment” means but is not limited to computers, home entertainment systems, or and external hard drives;

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

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

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

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

“In writing” includes email;

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

“Money” means cash, bank and currency notes, cheques, travellers cheques, postal or money orders, bankers drafts, current postage stamps, saving stamps or certificates, bonds, premium bonds, luncheon vouchers, current travel tickets, season tickets, gift tokens, lottery tickets, trading stamps, gift vouchers and phone cards, stamps for the payment of television licences, gas or electricity bills;

“Premium” means the amount charged by Baxendale in return for providing cover including Insurance Premium Tax (IPT);

“Pre-existing damage” means damage to the Goods that is not transit or storage related including but not limited to wear and tear;

“Policy” means this policy as amended from time to time;

“Proposal Form” means the itemised cover form completed by You showing the value of your Goods;

“Pickfords” means Pickfords Move Management Limited or their appointed sub-contractor servants or agents who are engaged by You to provide removal/storage services;

“Services” means transit storage or any services of whatever description provided by Pickfords

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

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

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

“Terms” means all terms, exceptions, conditions and limitations which apply to the 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 Pickfords for the purpose of carrying out the Services;

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

“You, Your” means the customer of Pickfords whose name appears on the Pickfords acceptance form and/or the owner of the Goods who is insured under this Policy.

2. Geographical Limits:

The Policy will apply to Services provided by Pickfords to You around the world.

3. Cover:

Subject to You paying the Premium(s) invoiced by Pickfords We agree to provide cover on the Goods under the Terms of the Policy from the time the Goods come into the care and control of Pickfords until they are re-delivered to the destination address as notified by You.

No other terms or conditions or variations to the Terms shall apply without Our express written consent prior to the commencement of the Services.

4. Premiums:

You agree to pay all Premiums.

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

You must keep Your Premium payments up to date.

If You make a Claim, We may deduct any outstanding Premiums due to Us before paying the Claim.

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

5. Sum Insured:

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

Our liability to You under this Policy shall not exceed the Sum Insured.

6. Underinsurance:

If the Sum Insured is less than the full replacement cost of all Your Goods at destination, Your Claim may be reduced in proportion to the amount of under insurance. For example, if the Sum Insured is equal to 75% of the overall total amount needed to replace all the Goods We will pay You only 75% of Your quantified loss.

7. Duration of Cover:

Subject to You paying the Premium(s), cover will commence when the Goods come into the care custody and control of Pickfords for the purposes of Transit and or Storage. Cover will cease upon redelivery or when the Goods are collected from Pickfords premises by You or Your nominated agents or contractors.

8. Excluded Items:

The Policy will not cover jewellery, watches, smart watches, sunglasses, precious stones, Money, coins, bullion, deeds, bonds, securities or stamp or medal collections or similar, furs, perfumes, tobacco, cigars, cigarettes, beer wine or spirits, foodstuffs, medicines, drugs, perishable or corrosive goods, paints, pressurised containers, explosives, firearms, flammables', flat pack furniture, pornography, any illegally held item(s) livestock, animals, plants, mobile phones or tablets, memory sticks SD cards, information contained in any document, loss of use, loss of production, loss of amenity, loss of enjoyment or any other indirect or consequential loss.

9. Time limits for making a claim:

All Claims made under the Policy must be notified **in writing** to Pickfords within the following time limits:

- a. 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;
- b. **at the time of collection** of the Goods, where the Goods have been collected from Pickfords or Pickfords agents either by You in person or by your nominated agents or contractors;
- c. **at the time of delivery** of the Goods where the Pickfords have 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 Pickfords at the time of delivery or by telephoning Pickfords **will not** be acceptable notification under the Policy. It must be in writing.

Failure to comply with these time limits could prejudice Us and may result in the Claim being declined by Us and all benefit under the Policy will be 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. We reserve the right to charge an additional premium in consideration for granting such extension.

10. Making a Claim:

- a. You must notify Pickfords In Writing if You wish to make a Claim under the Policy within the time limits stated above in Clause 9 above.
- b. When making a Claim for damage 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 Centry.

- c. Where You are making a Claim for a missing item/Goods, You should identify the missing item/Goods on the packing list and Proposal Form and give a full description of the item/Goods.

Having submitted the list of Goods You wish to Claim for, You will then be required to confirm in writing the amount You are claiming for each item and the basis on which the amount is claimed.

11. Information:

To assist Centry deal with Your Claim, You maybe asked to provide information that is reasonably

required to substantiate Your Claim and the amounts You are claiming.

You may be asked to make damaged Goods available for inspection either by Centry, or a third party appointed by Centry 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;
- Written estimates,
- Receipts;
- Reports detailing the cause of damage;
- Third party correspondence;
- Photographs;
- Video footage;
- Proof of ownership;
- Valuations;
- Crime reference numbers;
- Dual insurance details;
- Operating manuals;
- Extended warranty/guarantee details.

You agree to provide 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 Centry 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 subject to a previous transit/ storage related Claim. Failure to disclose this information may invalidate your Claim.

12. Duty to mitigate Your loss:

In the event of loss or damage, which may give rise to a Claim under the Policy, You must take all reasonable measures to minimise and mitigate Your loss. This means that You must keep Your losses to a minimum. For example if an item gets wet, a delay in drying it out may affect the chances of restoring it.

13. Third parties:

You agree to help 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 Pickfords/Centry or Us with misleading or incorrect information in relation to Your Claim;
- Provides false documents;
- Makes a Claim or part of any Claim that is fraudulent, false, or exaggerated.

We may:

- reject the Claim;
- reduce the amount of any settlement offered to You
- cancel or void (treat it as if it never existed) the Policy without refund of the Premium and apply a cancellation charge.

If fraud is identified We will:

- cancel or void (treat it as if it never existed) the Policy without refund of Your Premium and apply a cancellation charge;
- recover from You any costs We or Pickfords have incurred in dealing with Your Claim;
- pass details to the law enforcement agencies

15. Basis of Settlement:

Centry have delegated authority to deal with Claims on Our behalf.

Centry/We can choose one of the following options to settle Your Claim:

- Pay You a cash settlement to cover the cost of repairs; or
- Arrange for repairs at Our cost; or
- Pay You a cash settlement to reflect the damage and any loss appearance;
- In the event of a Total Loss, replace the damaged item/Goods with an item/Goods of similar quality; or
- In the event of a Total Loss pay You a cash settlement for the Goods subject to the Claim so You can replace them with item(s) of a similar quality.

Repair:

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

Where the Goods can be economically repaired, they will not be considered to be a Total Loss and You cannot Claim for a new replacement.

We may, at Our option, pay You a sum to cover the cost of repair.

However, the amount We will pay You will not exceed the amount We would have had to pay Our preferred restorer.

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

Replacement/Total Loss:

If the item/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 cost of an item of similar quality; or
- if the Goods cannot be repaired or an equivalent replacement is not available, pay the nearest cash equivalent or current market value of the item at the time of the loss or damage.

Where We offer repair or replacement through a preferred supplier, but it is agreed that You will receive a cash settlement, then the amount We will pay You will not exceed the amount We would have had to pay Our preferred supplier

The basis of any settlement offer under this Policy is always at Our option.

Salvage:

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

If the Goods are not released to Pickfords/Centry the settlement will be reduced to reflect the fact that you have retained possession of the Goods.

Clothing and linen:

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

Matching pairs, sets or suites:

If You make a Claim for a lost or damaged item that forms part of a matching set or suite, We will pay You for the cost of repair or replacing the damaged or lost item only. We will not pay for any extra cost of altering or replacing any item or parts which are not lost or damaged and which form part of a set, suite, or other article of the same type, colour or design unless You decide to take out additional cover. (See Matching pairs, sets or suites waiver below).

Matching pairs sets or suites waiver:

Upon payment by You of an additional Premium We agree to waive the Matching pairs, set, or suites clause above subject to the following conditions:

1. If the damaged or missing item from the pair, 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 the replacement item only.
2. 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 item to be repaired or We will pay You cash compensation to cover the cost of the repair in accordance with Clause 15.

Documents:

If documents have been lost or damaged, the basis of settlement 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 in writing with Pickfords before Transit or Storage commenced. Information contained in the document is not covered under the Policy.

Electronic information, data or software:

We will pay You up to £50 for loss or damage to electronic information, data or software which You have bought or stored on Your 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 contained on the Electronic Equipment. The sum of £50 is applied per item of Electronic Equipment

High value items:

High value item must be listed on the Pickfords acceptance form. If an item is not listed it will be assumed for the purpose of dealing with the Claim that its value is less than £500.

In the event of a claim for a High Value Item You may be asked to provide proof of its value and ownership. This evidence must be, but not limited to, a professional valuation or a purchase receipt or similar proof. Failure to provide this evidence could affect the outcome of the Claim.

Where it is alleged that an item/Goods has been stolen, it is a condition to making a Claim under this Policy, that You must report the matter to the police and provide us with the Crime reference number and contact details of the investigating officer or police station.

Our limit:

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

16. Exclusions

We will not pay for:

1. loss or damage to any item that is not listed on the Itemised Cover Proposal Form;
2. Pre-existing damage;
3. loss or damage, costs or expenses that are attributable to Your wilful misconduct;
4. any Excluded Items;
5. loss or damage as a result of lack of maintenance;
6. creasing of clothes and linen;
7. loss or damage resulting from ordinary leakage, loss in weight or volume, ordinary wear and tear;
8. loss or damage including discolouration, arising from the nature of the Goods or any defect or inherent characteristic making Goods susceptible to damage due to transit and handling including but not limited to, vibration, temperature, or humidity;
9. loss or damage as a result of electrical or mechanical failure or derangement unless directly attributable to external physical damage.

Mechanical failure or derangement waiver:

Additional cover is available at Your option subject to an additional premium. Please note that the additional cover for mechanical or electrical failure or derangement will only cover mechanical and electrical failure or derangement arising from transit. It will not cover pre-existing faults or damage or faults that are public knowledge such as those reported, discussed, or featured in the press, media, internet including but not limited to websites or discussion forums.

10. reduction in value or depreciation arising from the damage or subsequent repairs or restoration. The Goods are insured on the understanding that they are non-commercial Goods for domestic use only and have not or will not be offered for sale.
11. indirect and consequential losses including but not limited to loss of earnings, time spent making the claim, or travel time or other expenses;
12. Loss or damage caused by You, Your family, or any other persons such as but not limited to workmen, visitors or third parties instructed by You to carry out work on Your behalf on the Goods;
13. costs or expenses incurred by You in the preparation and submission of your Claim unless We have expressly approved such costs or expenses in writing before they are incurred such as, but not limited to, the cost of an engineers report or the cost of obtaining a written estimate for repair;
14. gradual deterioration, wear or tear, shrinkage or movement;
15. mould, mildew, fungus, changes in ambient temperature or changes in climatic conditions unless directly caused or resulting from ingress of water during Transit or Storage. Additional cover is available subject to an additional premium.
16. leakage of a liquid or substance from a bottle receptacle or container;
17. Goods which are packed or unpacked by You or others unless directly caused by fire, earthquake, volcanic eruption, or an accident to the carrying conveyance;
18. for the contents of cartons, cases, crates packages, trunks suitcases or similar packed by You or others;
19. Goods or items seized or confiscated by police, customs, or government agencies'
20. Any process of cleaning, repairing, alteration or restoration,
21. Loss or damage caused by insects;
22. Loss or damage caused by vermin or any infestation;
23. Faulty design, manufacture, materials or inherent or apparent defect;
24. War, civil war, terrorism (including but not limited to nuclear and/or chemical and/or biological and /or radiological means) rebellion civil unrest or revolution.

- 25. loss or damage directly or indirectly caused by radiation or contamination from nuclear fuel, nuclear waste, or ionising radiation;
- 26. loss or damage caused by any weapon or device using atomic or nuclear fission or fission or radioactive force.
- 27. pressure waves caused by but not limited to aircraft travelling at sub-sonic or super sonic speed.
- 28. Corruption of data caused by a computer virus.

17. General Average:

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

18. Both to blame collision clause:

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

In the event of a claim by the ship-owners under this clause You agree to notify Pickfords/Centry or Us and We will have the right at Our own expense to defend You against any claim arising under the clause.

19. Contract (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 clause does not affect Your rights under the Policy.

20. Governing law and jurisdiction:

Unless You and We agree differently in writing before the Services commence the law of England and Wales will apply.

If You live in England and Wales, the courts in England and Wales will have exclusive jurisdiction to deal with any dispute between You and Us.

If You live in Scotland the courts in Scotland will have exclusive jurisdiction to deal with any dispute between You and Us.