

# UK transit and storage insurance

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



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# Pickfords

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# introduction

Thank you for choosing Pickfords to move/store your household possessions.

As part of our service, Pickfords will arrange insurance cover for your goods whilst they are under our care and control.

The insurance is arranged for your peace of mind to take care of the unexpected things that can happen from time to time.

This guide is to help you understand the insurance that has been arranged to cover your goods.

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

This guide explains:

- > The relationship between you (the customer) and the insurer the Baxendale Insurance Company DAC (Baxendale);
- > Sets out the terms of the policy which you have purchased 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 regard to claims handling.

# overview

## **The policy:**

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

It is based upon the information you have given Pickfords when you requested a quotation and when you completed the acceptance form.

The terms and conditions of the Policy are set out below on pages **8 – 15** of this guide.

## **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 a domestic removal carried out within the British Isles.

No advice/recommendation is given as to whether the policy is suitable for your own particular 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.

You must insure all your goods. You cannot just insure selected items.

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

Please keep this guide in a safe place in case if you need to refer to these details at a later date.

## **Duration of cover:**

The policy will cover your goods from the time your goods physically come into Pickfords care and control and will remain in force for the duration of transit until delivery. Transit includes overnight stops and holding the goods for a short period of time for onward transportation.

If you are not taking delivery of your goods immediately, and require storage, it is strongly recommended that you maintain the insurance throughout the period of storage and until you take delivery. If you do not maintain the cover Baxendale will not be able to consider any subsequent claim you may make as it will not be possible to establish whether the loss or damage occurred during the period when cover was in place or after it had been cancelled.

Continuation of cover is subject to you paying the monthly premium and the insurance premium tax (IPT) as specified on the storage invoices. If you fail to pay the premiums, Baxendale reserves the right to cancel the policy.

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

## 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; or
- > you purchase any of Pickfords services.

When providing information about others, who may be insured or may have a legal interest in the goods or the insurance cover, you confirm that you have the consent of those individuals to supply Pickfords, Centry or Baxendale 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.\*

**\*Law enforcement agencies and other authorities may request the disclosure of information in order to prevent or detect crime and Pickfords, Centry and Baxendale must comply with any such legal obligations.**

Information will not be disclosed to anyone outside Pickfords/Centry/ or Baxendale except:

- > Where Pickfords/Centry/Baxendale have your permission to do so;
- > Where Pickfords/Centry/Baxendale are required to do so by law.

If you make a claim, it may be necessary to give information about you, your policy and claim, to others such as 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 is subject to the BAR Code of Conduct. Pickfords also holds voluntary membership of the Financial Ombudsman Service.

Baxendale is regulated by the Central Bank of Ireland.

**If you have a complaint:**

If you wish to make a complaint, please 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 with Baxendale for the benefit of the customer;
- > Collect premiums on behalf of Baxendale.

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

Centry are Baxendale's appointed claims handling agents and have authority to deal with claims on Baxendale's behalf.

No representations are made, nor does Pickfords guarantee or warrant, the present or future solvency or financial standing of any insurers or insurance markets Pickfords uses 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 has 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 seven 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 cancellation 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 when requested to do so;
- > Failure to co-operate with Pickfords, Centry or 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 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;

**“Centry”** means Centry Services Limited appointed claims handling agents for Baxendale;

**“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;

**“Geographical Limits”** means the United Kingdom, Republic of Ireland, Channel Islands and Isle of Man.

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

**“High Value Item”** means any item You have listed on Pickfords acceptance form as being over £500;

**“In Writing”** means written correspondence including but not limited to email;

**“Index linking”** means the increase of sums insured by reference to the retail price index;

**“Items”** means the Goods;

**“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 licenses 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;

**“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 or their sub-contractors; under a contract for storage;

**“Sum Insured”** means the maximum sum, together with any increases requested by You in writing and or any adjustments made as a result on Index Linking, We will pay for all Claims;

**“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”** mean the Baxendale Insurance Designated Activity Company;

**“You”, “Your”** mean the customer of Pickfords whose name appears on the Removal acceptance form and who is in receipt of removal/storage services from Pickfords

## **2. Geographical Limits:**

The Policy will apply to Transit and Storage provided by Pickfords within the Geographical Limits.

## **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 redelivered 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 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 must represent the full replacement value of all Your Goods as new.

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 of Your Goods, Your Claim will be reduced in proportion to the under insurance. For example if the Sum Insured is equal to 75% of the 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. Index Linking:

If Your Goods are in storage, the Sum Insured may be increased during the period of storage in line with the Retail Price Index or another suitable index if this is not available. You agree to pay any increase in Premium applicable unless You instruct Pickfords in writing that You do not wish to increase the Sum Insured.

Although the Sum Insured maybe increased during the period of Storage by Index Linking, it should not be treated as a substitute for You ensuring that the Sum Insured is a true reflection of the full replacement cost of your Goods.

## 9. 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 or SD cards, information contained in any document, loss of use, loss or production, loss of amenity, loss of enjoyment or any other indirect or consequential loss.

## 10. 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 either by You in person or by your nominated agents or contractors;
- c. **At the time of delivery** of the Goods where 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 removal team, or telephoning the Pickfords **will not** be acceptable notification for the purpose of this Policy.

**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.**

## 11. 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 10.
- b. Where You are making a Claim for damage, You should identify the Goods and describe the nature of the damage.
- c. Where You are making a claim for a missing Goods You should identify and describe the missing Goods.

You should state the amount You are claiming for each item and the basis on which the amount is claimed.

**Do not repair or dispose of any Goods that are damaged without the written approval of Centry.**

## **12. Information**

To assist Centry to deal with Your Claim, You will be 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, for example, a restorer, loss adjuster, or an expert.

You will only be asked for information which is relevant to Your Claim, including, but not limited to the following:

- > 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.

## **13. 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.

#### **14. 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.

#### **15. Misrepresentation**

If You or anyone representing You:

- > Provides Pickfords/Centry/Us with misleading or incorrect information to any questions asked 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 Pickfords/Centry/We have incurred in dealing with Your Claim;
- > Pass details to the law enforcement agencies

#### **16. Basis of Settlement**

Centry have Our authority to settle Claims on Our behalf.

Subject to the Terms of this Policy, Centry/We, can choose one of the following options to settle Your Claim:

- > Pay You a cash settlement for the cost of repairs;
- > Arrange for repairs;
- > Pay You a cash settlement to reflect the damage and any loss appearance.
- > Replace the Goods with an item of similar quality if the Goods are 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 if the Goods are a Total Loss.

#### **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 Goods cannot be economically repaired, the Goods will be considered to be a Total Loss. Centry/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 Centry/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 Centry/Our option.

### **Salvage**

If We agree to replace Goods or pay You a cash settlement to purchase replacements, the Goods subject to the Claim, will become Our property. The Goods must be released to Pickfords/Centry prior to the delivery of the replacements 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 and clothing including 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 any lost or damaged Item, that forms part of a matching pair, 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 altering, matching or replacing, any Item or part(s) which are not lost or damaged and which form part of a set, suite, or other article of the same type, colour or design.

### **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 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 or data**

We will pay You up to £50 for loss or damage to information or data 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 of a file, tape or disc, or rewriting the information contained on the Electronic Equipment. The limit of £50 is applied for each 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 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.

### **17. Exclusions**

We will not pay for:

1. Excluded Items;
2. Pre-existing damage;
3. Lack of maintenance;
4. Electrical or mechanical failure or derangement unless directly attributable to obvious external physical damage;
5. Any reduction in value or depreciation arising from the damage or subsequent repairs or restoration. For the avoidance of doubt We are agreeing to provide cover on the understanding that the Goods are non-commercial Goods for domestic use and have no commercial value, and have not been and will not be offered for sale by public auction or by private arrangement;
6. Any indirect loss such, but not limited to loss of earnings, time spent making the claim, or travel time or other expenses;
7. 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;
8. Costs or expenses incurred by You in the preparation and submission of the 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 costs of obtaining written estimates for repair;
9. Gradual deterioration, wear or tear, shrinkage or movement;
10. Loss or damage caused by mould, mildew, fungus, changes in ambient temperature or changes in climatic conditions;
11. Leakage of a liquid or substance from a bottle receptacle or container;
12. Loss of data;
13. Goods which are packed or unpacked by You or others;
14. The contents of cartons, cases, crates packages, trunks suitcases or similar packed by You or others;
15. Goods or items seized or confiscated by police, customs, or government agencies’;
16. Any process of cleaning, repairing, alteration or restoration;
17. Loss or damage caused by insects;
18. Loss or damage caused by vermin or any infestation;
19. Faulty design, manufacture or materials;
20. 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;
21. Radiation or contamination from nuclear fuel, nuclear waste, or ionising radiation;
22. Any weapon or device using atomic or nuclear fission or fission or radioactive force;
23. Loss or damage caused by pressure waves caused by but not limited to aircraft travelling at sub-sonic or super sonic speed;
24. Fire lightning or explosion while Your goods are held under a contract of storage (Separate fire cover for Storage is available on request);



25. Data corruption or computer virus.

**18. 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.

**19. Governing law and jurisdiction:**

Unless You and Us agree differently in writing before the Services commence, the laws 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.