

MoveProtect A

Optional Restricted Liability

In return for **Reduced MoveProtect Charges**, You may elect in the event of the actual total loss of any Item (see **Definition source not found**).

Please take the time to read the detailed terms in the table below. MoveProtect does not provide for' as this includes terms where We limit

Note: "MoveProtect" means an agreement to accept an enhanced liability for MoveProtect is **not** a contract of insurance. We are **not** an insurance company in Your name. We assume the risk of liability ourselves, but We may at Our liability to You in certain circumstances.

MoveProtect may not be available in certain circumstances, and We res for MoveProtect.

Detailed terms	
Definitions	<ul style="list-style-type: none"> ● "Replacement Value" means the current cost of replacement or second hand market value in the intended destination ready for removal and/or storage. <ul style="list-style-type: none"> ▪ For any Property which cannot be purchased, the Replacement Value is the current market value of the Property. ▪ For documents, the Replacement Value is the cost of replacement documents and/or cost of reprinting, re-issue of documents contained in the documents. ▪ We are not liable for the cost of replacement of new and unused at the time at the time Your Property is in storage. ● "Maximum Replacement Value" means the maximum amount payable at any one time for the duration of this Agreement including when on multiple occasions or where You add or remove Your Property.
MoveProtect - What do I receive?	<ul style="list-style-type: none"> ● In return for payment of the MoveProtect Charges, We accept liability for any direct physical loss or damage to Your Property and paragraph Error: Reference source not found ● Instead, We accept liability for any direct physical loss or damage to Your Property. Care will be limited up to a maximum of (i) the Maximum Replacement Value either lost or damaged (whichever is less), taking into account any exclusions (see 'Exclusions – what MoveProtect does not cover') ● Our liability to You under MoveProtect for loss or damage to Your Property will be the cost of (a) repair or cleaning or (b) the Replacement Value, whichever is the smaller sum. ● If You submit a claim, additional claims processing charges will be settlement awarded to You to cover Our administrative costs up to Your Maximum Replacement Value, subject to a minimum of £100. be waived if You opt for Super Liability.
Our Duty of Care under MoveProtect	Our duty of care in relation to the Goods shall be that of a reasonable person in the same circumstances. We will be liable for any loss or destruction of or damage to or destruction of or damage to the Goods under Our care, custody or control, unless such loss, damage or destruction is caused by the exercise of such care in relation to the Goods as a reasonable person in the same circumstances would exercise. We will not be liable for damages which could not have been avoided by the exercise of such care.
Optional Liability Enhancements	<p>You may elect for Us to further enhance Our liability by removing the following exclusions, in return for payment of the Additional MoveProtect Charges:</p> <p>Pairs & Sets Exclusion (Error: Reference source not found)</p> <ul style="list-style-type: none"> ● By removing this exclusion, where a lost or damaged Item is part of a pair or set, the cost of replacement of that Item, is to be assessed as if the pair or set were lost or damaged. <p>Electrical & Mechanical Derangement Exclusion (Error: Reference source not found)</p> <ul style="list-style-type: none"> ● By removing this exclusion, Our Liability extends to include liability for a breach of Our Duty of Care as set out above without limitation to the types of damage caused. <p>Mould & Mildew Exclusion (Error: Reference source not found)</p> <ul style="list-style-type: none"> ● By removing this exclusion, Our Liability extends to include liability for damage caused by mould or mildew in atmospheric conditions following a breach of Our Duty of Care. This exclusion will not apply to any Property which is Owner Packed, and property packed in sealed plastic bags or such Items. <p>You must indicate on Your Overseas Valuation Form</p>

MoveProtect - Your Responsibility	<p>To opt for MoveProtect, it is Your responsibility t</p> <ul style="list-style-type: none"> ● Provide Us with a fully completed Overseas Value ● “Overseas Valuation Form” means the document an inventory of the itemised Replacement Value ● For any Vehicles, You must also provide Us with Report (see paragraph Error: Reference source) ● You must notify Us in writing of any change to collected or otherwise made ready for the removal the Overseas Valuation Form last provided to Us
Our Maximum Liability	We will have no liability under any circumstances Replacement Value or the actual value of Your Replacement Value (taking into account any Proport
Proportional Reduction	If the Maximum Replacement Value You provide is the time of loss or damage, then Our liability will Value bears to the actual total Replacement Value (* <i>(For example: if the total Replacement Value of Your Value of €5,000, Our liability will be reduced by 50 would be €1,500.)</i>)
CMR Convention	<p>Where the CMR Convention applies and You opt</p> <ul style="list-style-type: none"> ● Declaration of Value: In accordance with Art Replacement Value provided as the specific value liability limits set by the CMR under Article 23.3. ● Our Acceptance of Increased Liability: We act by You and agree to accept increased liability as or damage to the Goods shall be up to the stated ● Documentation: In compliance with the CMR re shall be explicitly stated and documented in the C ● Insurance: We shall ensure that Our insurance c ● Limitation of Liability: This Agreement is sub Convention. The increased liability does not cov beyond Our control, as detailed in the CMR Conv
General Exclusions and Limitations	<ul style="list-style-type: none"> ● We exclude and limit certain types of loss or dai Our Terms and Conditions. Please read these exc MoveProtect. ● There may also be circumstances where Exclud or stored by Us without Our knowledge. Where Agreement, You agree that You will bear the ris consequential losses incurred by You or Us (para
Exclusions – what MoveProtect does not provide for	<p>Our liability for loss or damage to the following Prop</p> <ul style="list-style-type: none"> ● We will not be liable for any loss of or damage t where they have not been both professionally p unless caused by the collision or overturning of r Packed Fragile Items is limited to £100 per Item. ● With the exception of Fragile Items, in the event have occurred irrespective of the quality of the contents of the Item or the actual value of the dar the time of loss or damage) whichever is less. ● For loss of Owner Packed Items, Our liability is contents is disclosed to and agreed by Us prior to ● For the avoidance of doubt, the liability limitations Terms and Conditions) or the actual value of the loss or damage) whichever is less.
Why We restrict Our liability	In certain circumstances, We limit or exclude Our li always clear how the damage was caused or who c and this results in damage). We exclude Our liabili type of Property is professionally packed to reduce t We also cannot accept liability for loss or damage w MoveProtect is not a contract of insurance and You l

Our Agreement	Our standard Terms and Conditions also apply in fu agreement to accept an enhanced liability as described does not apply and Our Duty of Care in respect of You Our liability by removing certain paragraphs in Our Enhancements.
MoveProtect Charges	<p>Additional charges may apply for MoveProtect where th also choose not to accept a higher limit of liability unde €25,000.</p> <p>We will tell You whether We can accept a higher limit of when You provide Us with Your Maximum Replaceme payable, You will not be able to benefit from MoveProtect</p>
Failure to pay MoveProtect Charges	If You fail to pay the MoveProtect Charges in full on the found), You will not benefit from the higher limit of liab instead, be in accordance with paragraph Error: Refer damage caused by negligence only up to a maximum of MoveProtect on payment of any overdue or outstand Property has already occurred prior to payment of such c
Termination /Cancellation	<p>Your rights:</p> <ul style="list-style-type: none"> ● You have the right to cancel MoveProtect by giving refund to You all MoveProtect Charges paid by You. ● You may cancel MoveProtect once services have com or Your agent, upon delivery to third party storage arr Us. In these circumstances, We will refund to You MoveProtect in respect of the period after cancellatio may not cancel MoveProtect after Our unpacking serv <p>Our rights:</p> <ul style="list-style-type: none"> ● We may cancel Your right to benefit from MoveProtectc days' notice in writing. ● Where We cancel or terminate this Addendum, We wil respect of the period after cancellation (e.g. from the d <p>Effect of cancellation or termination:</p> <ul style="list-style-type: none"> ● Cancellation or termination of MoveProtect will result Addendum being removed for the whole duration of o of Our Terms and Conditions will apply.