

CONROY REMOVALS LTD

Conditions of Insurance (Transit and Storage)

1. Transit and Storage Insurance cover is subject to the conditions set out hereunder.
 - (a) The company agrees to indemnify the customer by a cash payment or at the option of the company by reinstatement or repair if **THE PROPERTY INSURED SHALL SUFFER ANY UNFORESEEN AND SUDDEN PHYSICAL LOSS, DAMAGE OR DESTRUCTION FROM ANY CAUSE OTHER THAN THOSE NOT INDEMNIFIED.** All occurring during the period of insurance and subject to the terms, limitations, exclusions and general conditions of this contract. The total liability of the company in the event of a claim shall not exceed the sum stated in the acceptance of quotation.
 - (b) The insurance cover extends from house to house, except in the event of the removal being placed in any store at the place of discharge or place of destination. If the removal is placed in store the transit insurance ceases immediately and special "in store insurance" must be negotiated through the Company. "In store insurance" cannot be negotiated where the removal is deposited in any store other than a store belonging to the company or its authorised agents.
 - (c) In no event is liability to exceed the sum of \$5000 on any one article, unless the article and its value are declared in writing, and in the event of a claim a valuation by an approved valuer must be provided if required. For articles with a declared value in excess of \$10,000 a valuation certificate from an approved valuer must be provided.
 - (d) Insurance is available only in respect of goods packed by duly qualified packers in the employ of the company or in the employ of a bona fide removal specialist.
 - (e) Neither the Company nor the Insurers will be liable for the loss or damage occasioned to or by goods such as foodstuffs (perishable), preserves placed in jars having paper tops, acids, paints, medicines and liquids of all descriptions unless adequately protected nor for loss and/or damage caused by moths, rats, vermin, wear and tear, or gradual deterioration. Nor for depreciation in value of works of art or antiques caused by damage and subsequent repair or for the loss of money, jewellery or small items of high intrinsic value.
 - (f) Neither the Company nor the Insurers will be liable for any loss and/or damage unless claim is made within seven days after the date on which the insurance ceases on land, sea, water or in the air.
 - (g) Notwithstanding anything herein to the contrary the said insurance does not cover loss or damage caused by war, strikes, riots and civil commotion whilst the goods are on land, sea, water or in the air.
 - (h) Neither the Company nor the Insurers will be liable for damage to tubes and/or valves of Television or Radio sets and/or Electrical Equipment nor for mechanical or electrical defects in Refrigerators, Washing Machines or other similar household equipment, appliances, machines or musical instruments, unless option (c) is arranged with the Company.
 - (i) Where any item consists of articles in a pair or in a set, the Company or the Insurers shall not be liable to pay any more than the value of any particular part or parts which may be lost or damaged without reference to any special value such article or articles may have as a part of such pair or set, nor more than a proportionate part of the value of the pair or set.
 - (j) If the value of the goods is greater than the amount for which they have been insured under this contract then the owner, consignor, consignee or shipper shall arrange and be responsible for obtaining his or her own insurance, for the difference between the insured value and the actual value of the goods, and shall bear a rateable proportion of the loss or damage to any such goods accordingly.
 - (k) Securing of the mechanism of any household electrical mechanical or electronic item or other appliance is the customers responsibility.
2. **THE COMPANY SHALL NOT BE LIABLE FOR LOSS OR DAMAGE TO, GOODS UNDER REMOVAL UNLESS A CLAIM IS MADE BY THE OWNER, CONSIGNOR, CONSIGNEE OR SHIPPER OF THE GOODS TO THE COMPANY IN WRITING, IN THE CASE OF LOSS OF GOODS, WITHIN SEVEN DAYS AFTER THE GOODS WOULD IN THE ORDINARY COURSE HAVE BEEN DELIVERED AND, IN THE CASE OF DAMAGED GOODS, WITHIN SEVEN DAYS AFTER THE GOODS WOULD IN THE ORDINARY COURSE HAVE BEEN DELIVERED.**
 - (a) **WHENEVER THE COMPANY IS LIABLE FOR LOSS OR DAMAGE TO GOODS UNDER REMOVAL IT SHALL HAVE THE OPTION OF REPLACING OR REPAIRING THE GOODS SUBJECT TO ITS MAXIMUM LIABILITY UNDER THE CONTRACT.**
 - (b) **A CLAIM AGAINST THE COMPANY OR THE INSURERS SHALL NOT BE MADE THE REASON FOR DEFERRING PAYMENT OF ANY MONIES PAYABLE TO OR DEFRAYING ANY LIABILITIES INCURRED BY THE COMPANY.**
3. **NEITHER THE COMPANY OR ITS INSURERS CAN ACCEPT LIABILITY FOR THE CONDITION OF POT PLANTS, THE DETERIORATION OF THE CONTENTS OF DEEP FREEZE CABINETS OR OTHER REFRIGERATORS IN TRANSIT OR IN STORE, WHILST EVERY CARE WILL BE TAKEN TO ENSURE THAT SUCH ITEMS REMAIN IN GOOD ORDER WHILST IN TRANSIT OR IN STORE, THE POSSIBILITY OF FAILURE BEYOND THE COMPANY'S CONTROL MAKES SUCH RISK UNACCEPTABLE.**
4. **PROPERTY DAMAGE**

Clients should particularly note the damage caused by our vehicles to driveways, footpaths, underground pipelines, cables, sewerage or other underground installations is uninsurable. Should our staff be instructed by the Owner, Consignor, Consignee or Shipper, or any person acting on their behalf to drive any of our vehicles across an area where such damage is likely to occur, compliance with such instructions will not in any way involve the Company or its Insurers in responsibility for any subsequent damage which may be sustained. Such responsibility will rest solely in the hands of the Owner, Consignor, Consignee or Shipper.
5. **RESPONSIBILITY FOR VEHICLE**

It must be understood and accepted that the responsibility for the Company's vehicle and its contents remains with the driver. He has the right at all times to refuse to put his person or his vehicle and its contents at risk. If the Owner, Consignor, Consignee or Shipper considers that the driver's non-acceptance of his/her instructions is unreasonable, the Contracting Party has complete authority to place a collect call to the Head Office of the Company in order to discuss the matter with the Furniture Manager.
6. Notwithstanding any of the other provisions of the Carriage of Goods Act 1979 the Company shall not be liable as such for the loss of or damage to goods occurring while the Company is responsible for them under a contract of carriage to the extent that the Company proves that the loss or damage resulted directly and without fault on the part of the Company from inherent vice or any breach of either of the terms implied in the contract by Section 17 of the Carriage of Goods Act 1979 (CONTRACTING PARTY TO WARRANT CONDITION OF GOODS ETC.) or seizure under legal process or saving or attempting to save life or property in peril.