

# BRIEFCASE

## Moving Premises

### Did you know...

- Typically, your insurance is only valid for specific premises – there is no automatic cover while contents, stock and computers are being moved or when they arrive at the new premises
- Removers will typically only accept liability where their negligence can be proven, and will seek to restrict the amount for which they can be held liable if anything is lost or damaged
- You may be responsible for insuring the building – tenancy agreements vary
- Insurances may not cover, or be subject to strict conditions in relation to, vacant premises – check with your insurers
- If your staff assist in the move undertaking manual work, or if they use their own vehicles during the move, you will need to advise insurers

### Hot Tips:

### Check and Record...

- **Buildings**
  - Check that your landlord covers the structure. If not, you are probably expected to do so.
  - Do security arrangements (locks, alarms, etc) comply with your insurance policy conditions?
- **Fit out and Tenants Improvements** – if these are being provided by the landlord as ‘part of the deal’ check if they are insured under the landlords policy or whether you need to insure them. If the latter, they should be able to provide you with details of sums insured for insurance purposes.
- **Are any workmen on site?**
  - If contracted to you, ensure that their works are insured by them including damage to the existing structure, and that they evidence this insurance to you. Their policy should include an Indemnity to Principals Clause offering you similar protection. Their Public Liability Limit should equal to or greater than yours.
  - If contracted by the landlord, again ensure that there is public liability in place to cover any damage they may cause to your contents etc as well as any injury to your people.

### • Removals

- Make sure you produce a detailed inventory, including values based upon both ‘New for Old’ replacement and the ‘Current’ value after allowance for age and condition.
- If your property is being moved by a removals firm:
  - Look carefully at their Terms and Conditions
  - They should evidence to you that they are insuring against loss or damage to your property whilst in their custody or control. Agree with them whether they are doing so on a ‘New for Old’ or ‘Current’ value basis
  - Even if the removal firm is insuring, it is good practice to extend your own policy to cover the property whilst in transit. Your cover should be on a ‘New for Old’ basis, and insurers should discount your premium to reflect any right to recover from the removers’ insurance.
- Give your insurers:
  - A brief description of the property
  - Replacement values for general contents and electronic / specialist equipment separately
  - Likely maximum value ‘any one transit’
  - Security arrangements if any transit is likely to be left overnight or otherwise unattended
- If any staff are undertaking removal work themselves let your Employers Liability insurers know –if they are using any personal transport, get this noted on the relevant Motor policy
- **Data** – have you considered any Data security issues whilst equipment and files are on the move?
- **Vacant Premises**
  - Tell your insurers if premises you are insuring are or become vacant
  - Check you comply with any policy conditions
- **Review your Sums Insured and cover requirements**
  - Check that Sums Insured are accurate and adequate. They should typically reflect the replacement costs on a ‘new for old’ basis.
  - Is there any change to your activity, or the work your staff do, which you need to tell your insurers about – for example, canteen facilities?

### Moving Premises KC21.100