



## OUR INSURANCE COVER

**It is a condition of the Licence Agreement that your property is insured for its full true total value and that cover is maintained throughout the total period of storage with the Facility Owner.**

**Please note that irrespective of whether or not you instruct the Facility Owner to arrange insurance for your property their liability for actual physical loss of or damage to your property whilst in store is limited by the terms of their Licence Agreement which form part of their contract with you.**

SUBJECT TO YOU GIVING THE FACILITY OWNER INSTRUCTIONS TO INSURE, they can arrange on your behalf insurance underwritten by certain underwriters at Lloyd's in respect of syndicates XLCatlin 2003 & Munich Re 457 to cover physical loss or damage to your property whilst stored with the Facility Owner within their "Open Cover" insurance arrangements as summarised below. You may inspect the policy at their office on request. Please note, the cover provided by Us is optional.

### TOTAL SUM INSURED

The full true total maximum value of the property at all times as declared to the Facility Owner on the Licence Agreement or elsewhere in writing. The sum insured shall in no circumstances exceed £25,000 for any one customer unless confirmed in writing by the Facility Owner. The total sum insured can be increased on payment of an additional charge, subject to the prior agreement of the Facility Owner and Insurers.

### COVER

The Insurers agree to cover you up to the total sum insured for actual physical loss of or damage to your property caused by fire, lightning, explosion, earthquake, storm, flood, bursting &/or leaking pipes, ingress of water or other liquid substance, aircraft or articles dropped therefrom, moth, insect or vermin from an external cause, theft accompanied by forcible and violent entry to or exit from the building or Unit, riot, strike, civil commotion, malicious damage, impact by vehicles or railway rolling stock occurring whilst your insurance is effective.

This Insurance is effective from the time your insured property is placed in to storage and ceases upon removal from storage – no cover applies during loading and unloading or during transit

### UNDER-INSURANCE

It is a condition of the insurance that the sum insured represents the full true total value of the property stored at all times. If you fail to declare the full replacement value of your property on the Licence Agreement, in the event of a claim you will only be entitled to recover from Insurers the proportion of the loss as the declared value bears to the total replacement value of your property.

### BASIS OF CLAIMS SETTLEMENT

The settlement of any claim shall be by replacement, repair and/or compensation at Insurer's option. In the event of the total loss or destruction of any item insured under this Insurance, the basis of settlement shall be the cost of replacing the item as new provided that the item is substantially the same as but not better than the original when new.

### Household linen and clothing

Where any claim includes loss of or damage to any item(s) of household linen and clothing, Insurers will take into consideration the age, quality, degree of use and consequent market value of any such lost or damaged item(s).

### Documents

Where any claim includes loss of or damage to documents the basis of settlement shall relate to the reasonable costs of reprinting and/or reasonable costs of reissue and/or reconstitution including, where applicable, fresh research or exploration to obtain essential information.

### CONSUMER RIGHT TO CANCEL

#### Cooling Off Period

You are entitled to cancel this policy by notifying the Insurers in writing, by email or by telephone within fourteen (14) days of either:

- (i) the date you receive this policy; or
  - (ii) the start of your period of insurance;
- whichever is the later.

A full refund of any premium paid will be made unless you have made a claim in which case the full annual premium is due.

#### Cancellation Outside the Cooling Off Period

You have the right to cancel this insurance without penalty at any time prior to the commencement of the insurance. Once the insurance has commenced, your right to cancel ceases and you will be charged the full premium for the insurance.

### POLICY EXCESS

You are required to pay the first GBP 50 of your claim, each and every claim.

### PAIRS & SETS LIMITATION CLAUSE

Where any items of your property are part of a pair or of a set Insurers shall only pay for the actual items which are lost or damaged. No payment will be made by Insurers for any items which are part of a pair or of a set and which are not lost or damaged.

### INFORMATION YOU HAVE GIVEN US

In deciding to accept this policy and in setting the terms including premium the Insurers have relied on the information which You have provided to them. You must take care when answering any questions the Insurers ask by ensuring that any information provided is accurate and complete.

If the Insurers establish that you deliberately or recklessly provided them with untrue or misleading information the Insurers will have the right to:

- (a) treat this policy as if it never existed;
- (b) decline all claims; and
- (c) retain the premium.

If the Insurers establish that you carelessly provided them with untrue or misleading information the Insurers will have the right to:

- (iii) treat this policy as if it never existed, refuse to pay any claim and return the premium you have paid, if the Insurers would not have provided you with cover;
- (iv) treat this policy as if it had been entered into on different terms from those agreed, if the Insurers would have provided you with cover on different terms;
- (v) reduce the amount the Insurers pay on any claim in the proportion that the premium you have paid bears



to the premium the Insurers would have charged you, if the Insurers would have charged you more.

The Insurers will notify you in writing if (i), (ii) and/or (iii) apply. If there is no outstanding claim and (ii) and/or (iii) apply, the Insurers will have the right to:

- (1) give you notice that they are terminating this policy; or
- (2) give you notice that they will treat this policy and any future claim in accordance with (ii) and/or (iii), in which case you may then give the Insurers notice that you are terminating this policy;

in accordance with the Consumer right to Cancel.

### CLAIMS NOTIFICATION

Full details of any losses and/or damages must be notified to the Facility Owner at the time of the discovery of the loss of or damage to your property or at the time of removal of your property from the store whichever is sooner.

### CUSTOMER SERVICE AND COMPLAINTS

Insurers are dedicated to providing a high quality service and want to ensure that this is maintained this at all times. If you feel you have not been offered a first class service please contact International Claims Agency Ltd (ICA) who will do their best to resolve the problem. ICA's contact details are:

International Claims Agency Ltd, Unit 10, Invicta Way, Manston Park,  
Ramsgate, Kent CT12 5FD UK  
Telephone: +44 (0)1843 823820  
Fax: +44 (0)1843 823956  
E-mail: [claims@icaltd.co.uk](mailto:claims@icaltd.co.uk)

If **You** remain dissatisfied after ICA have considered **Your** complaint, it may be possible in certain circumstances to refer the complaint to Lloyd's. Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint – How We Can Help" available at [www.lloyds.com/complaints](http://www.lloyds.com/complaints) and are also available from Catlin Underwriting Agencies Limited at the above address or from Lloyd's at:

Lloyd's Complaints  
One Lime Street  
London  
EC3M 7HA

If **You** remain dissatisfied after Lloyd's has considered **Your** complaint, or **You** have not received a decision by the time ICA and Lloyd's have taken eight (8) weeks overall to consider **Your** complaint, **You** can refer **Your** complaint to the Financial Ombudsman Service at:

Exchange Tower  
London  
E14 9SR  
E-mail: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Telephone: **From within the United Kingdom**  
Number:

|                  |  |
|------------------|--|
| 0800 0234<br>567 | calls to this number are free on mobiles and landlines             |
| 0300 1239<br>123 | calls to this number costs no more than calls to 01 and 02 numbers |

#### From outside the United Kingdom

+44(0)20 7964 0500  
Fax Number: +44(0)20 7964 1001  
Text Number: 07860 027 586 Call Back Service

The Financial Ombudsman Service can look into most complaints from consumers and small businesses. For more information contact them on the above number or address, or view their website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

The European Commission also provides an on-line dispute resolution (ODR) platform that allows consumers to submit their complaint through a central site, which will forward the complaint to the right Alternative Dispute Resolution (ADR) scheme. The ADR scheme for ICA is the Financial Ombudsman Service, which can be contacted directly using the contact details above. For more information about ODR please visit <http://ec.europa.eu/odr>

### FINANCIAL SERVICES COMPENSATION SCHEME

Lloyd's is covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the Scheme if we cannot meet our obligations to you under this contract. If you were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract. Further Information about the Scheme is available from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU) and on their website: [www.fscs.org.uk](http://www.fscs.org.uk)

### FRAUD

If you, or anyone acting for you, makes a fraudulent claim, for example a loss which is fraudulently caused and/or exaggerated and/or supported by a fraudulent statement or other device, the Insurers:

- (a) will not be liable to pay the claim; and
- (b) may recover from You any sums paid by the Insurers to You in respect of the claim; and
- (c) may by notice to You treat this policy as having been terminated with effect from the time of the fraudulent act.

If We exercise Our right under (c) above:

- (i) the Insurers shall not be liable to You in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to the Insurers liability under this policy (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and
- (ii) the Insurers need not return any of the premium paid.

### SANCTIONS

The Insurers shall not provide any benefit under this policy to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

### ACCESSIBILITY

Upon request this policy can be provided in Braille, audio or large print versions of the policy and the associated documentation. If **You** require an alternative format **You** should contact **Your** broker through whom this policy was arranged.

### Privacy Notice

#### (How information about you will be used)

#### What Information we collect about you:

When you contact us for an insurance quotation we collect the relevant information needed by an insurer to calculate the premium and understand your insurance needs. We collect this information during our meetings and /or telephone conversations



with you and through the completion of proposal forms and fact finds.

**How your information will be used:**

Information provided by you may be put onto a register of claims and shared with other insurers to prevent fraudulent claims.

We will retain any information we have collected about you for up to 6 years after our professional relationship has terminated however, data held electronically may be retained for longer.

**Your rights of access to your data:**

You have a right to obtain a copy of the personal information that we hold about you. If you believe that any information held is incorrect or incomplete, you should contact us. Any information that is found to be incorrect or incomplete will be amended promptly.

You also have a right to “be forgotten”, this means you can ask for the information which we hold about you to be deleted from our records but this will mean that we will be unable to continue to handle your insurance arrangements.

For more information about how the insurers handle you data please see:

AXA XL

If you have questions or concerns regarding the way in which your personal information has been used, please contact: [compliance@axaxl.com](mailto:compliance@axaxl.com)

For more information about how AXA XL process your personal information, please see our full privacy notice at: <http://xlgroup.com/footer/privacy-and-cookies>.

**THIRD PARTY RIGHTS**

A person who is not a party to this contract of insurance has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract of insurance but this does not affect any right or remedy of a third party that exists or is available apart from that Act.

**EXCLUSIONS**

The following exclusions apply to the cover as a whole.

The Insurers do not provide cover for any of the following:

1. Money, Coins, Bullion, Deeds, Bonds, Securities and the like.
2. Livestock, Plants, Explosives and Flammables
3. Jewellery, Watches, Precious Stones, Stamps of all kinds exceeding GBP 500 combined total.
4. Furs, fine arts, perfumery mobile phones, tobacco, cigars, cigarettes, beers, wines, spirits & the like exceeding GBP 10,000 combined total.
5. Electronic items exceeding GBP 10,000 in total. Electronic items are defined as all items of consumer and commercial electrical appliances and instruments including but not limited to radios, televisions, computers, computer software, hard drives, chips, microchips, printed circuit boards and their components, modems, monitors, cameras, facsimile machines, photocopiers,

VCRs, hi-fi, stereos, CD players and the like. (Heavy electrical items such as switchgear, turbines and generators and the like shall be deemed not to be electronics)

6. Depreciation following repair or restoration of a damaged item
7. Any property which you are not permitted to store under the terms of the Licence Agreement
8. Loss of data records other than cost of blank data carrying materials.
9. Any consequence of War, Invasion, Act of Foreign Enemy Hostilities (whether War be declared or not), Civil War, Rebellion, Revolution, Insurrection or Military or Usurped Power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
10. Ensuing or indirect losses resulting from or as a consequence of claims made for loss or damage to your property.
11. Loss or damage or liability or expense directly or indirectly caused by or contributed to, by, or arising from:-
  - a. Ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
  - b. The radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or nuclear assembly or nuclear component thereof.
  - c. Any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
  - d. The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.
12. Loss or damage or expense directly, or indirectly, caused by or contributed to, by or arising from:-
  - a. Any chemical, biological, bio-chemical or electromagnetic weapon.
  - b. The use or operation, as a means for inflicting harm, of any computer, computer system, computer software program, computer virus or process or other electronic system.
13. Loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
14. Loss of or damage to your property caused by or resulting from any act(s) of Terrorism.

“Terrorism” means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

