

# TERMS AND CONDITIONS OF INSURANCE FOR BUSINESS POLICIES

## 1. PROPERTY COVERED

The Property Covered is the goods contained in the categories listed on Your Confirmation of Insurance relating to Your business or commercial venture whilst within an individual self storage unit at the Self Storage Location shown on the Confirmation of Insurance. The goods in each category are as defined in the 'Business Goods Category Definitions' on the [insurastore.com](http://insurastore.com) website.

A Self Storage Location is a secure storage facility that offers do-it-Yourself storage space. An individual self storage unit is a fully enclosed locked container, room, compartment and/or locker used for storage to which You have the right to exclusive access.

## 2. COVERAGE

You are covered for physical loss of or damage to the Property Covered arising from fire (and/or the additional perils listed below) occurring during the Period of Insurance shown in the Confirmation of Insurance. The additional perils covered are explosion, lightning, aircraft, earthquake, riot, civil commotion, storm, flood, burst pipes, impact by road vehicles, sprinkler leakage, theft where entry or exit to Your individual self storage unit was effected by forcible and violent means, malicious damage, moth, insect or vermin from a source outside of the Property Covered.

## 3. TRANSIT EXTENSION

You are covered for physical loss of or damage arising from fire (and/or the additional perils listed below) to the Property Covered occurring during the Period of Insurance shown in the Confirmation of Insurance whilst in transit within an enclosed car or commercial road vehicle:-

1. to the Self Storage Location shown on the Confirmation of Insurance from any location in the UK or
2. from the Self Storage Location shown on the Confirmation of Insurance to any location in the UK

The additional perils covered are:

- a. road traffic accident where the conveying enclosed car or commercial road vehicle is also damaged and
- b. theft where entry or exit was effected by forcible and violent means.

This insurance does not cover:

- a. loss or damage where the conveying enclosed car or commercial road vehicle was unattended.
- b. more than £10,000 or Your Sum Insured whichever is the least.

## 4. EXCLUSIONS

This insurance does not cover:

- 4.1 more than the Sum Insured shown in the Confirmation of Insurance.
- 4.2 more than £5,000 for any one item unless the item and its value is specified in the Confirmation of Insurance.
- 4.3 the first £25 of each and every claim increased to £100 in respect of damage caused by moth, insect or vermin.

4.4 more than £10,000 or 25% of Your Sum Insured, whichever is the least, in respect of theft or malicious damage when the Property Covered is not in an individual self storage unit

4.5 any item that You are not permitted to store according to the terms of the applicable self storage licence agreement.

4.6 any of the following items :

- Money (including bank notes and coins), bullion, deeds, bonds, securities for money, negotiable instruments, credit/debit/charge cards, lottery tickets or scratch cards, consumer redemption vouchers/stamps/cards, savings stamps, unused postage stamps and/or anything of a similar nature
- Precious metals and/or stones and/or articles made of or containing precious metals and/or stones
- Paintings, statues, works of art, antiques and the like
- Living creatures, plants
- Jewellery and watches with a retail value exceeding £50 each
- Skins, furs and the like
- Processed tobacco and/or tobacco products
- Mobile telephones, smart phones, electronic organisers, palm-top computers, laptops, tablets and/or slate computers and/or similar equipment
- Portable satellite navigation equipment
- Microchips, microprocessors, memory in component form and central processing units and/or similar
- Bottled perfumery
- Bottled spirits
- Televisions, digital cameras, audio equipment, video equipment and/or associated pre-recorded media, games consoles, hard drives, CD and/or DVD drives, and/or headphones
- Aeroplanes, helicopters and/or associated parts
- Explosives and the like
- Computer equipment, associated software, modems, routers, printers, electrical and/or electronic accessories
- Non-ferrous / precious metals in sheet, bar, tube, ingot, coil, scrap or similar form.

4.7 costs not directly incurred as a direct result of loss of or damage of the Property Covered

4.8 loss of data. For the purposes of this exclusion data shall be information represented or stored electronically including code or series of instructions, software programs and firmware.

4.9 any consequence of war, invasion act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

4.10 loss of or damage to the Property Covered caused by or arising from any act including (but not limited to) the use of violence or threat thereof, by any group of persons (whether acting alone or on behalf of or in connection with any organisation or government) committed for political, religious, ideological or similar purposes (including the intention to influence any government or to put the public or any section of the public in fear).

4.11 loss of or damage to Property Covered caused by or arising from:

- a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- b) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
- c) the radioactive, toxic, explosive or other hazardous properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- 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.

e) any chemical, biological, bio-chemical or electromagnetic weapon.

4.12 any claim to the extent that the provision of such cover would expose Insurers to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

## 5. GENERAL CONDITIONS

Failure to comply with Conditions 1, 5 and 7 will invalidate Your policy or result in a claim being rejected or settlement reduced:

### 5.1 VALUATION CLAUSE:

- a) The Property Covered other than listed in b) and c) below must be valued at their cost price or market value whichever is the least.
- b) The goods contained in the category 'Office Papers & Documents' must be valued at the new stationery cost.
- c) Data storage media must be valued at the cost of new blank media.

### 5.2 AVERAGE CLAUSE:

Failure to insure Your Property Covered for the correct Sum Insured will result in Your claim for loss or damage being limited to a proportion of the loss that the Sum Insured bears to the total value of all of the Property Covered.

### 5.3 PAIRS AND SETS CLAUSE:

Where any item is part of a pair or set We will only pay for the actual parts, which are lost or damaged. No payments will be made for articles that are not damaged.

### 5.4 LAW APPLICABLE:

Unless the parties have agreed otherwise in writing any dispute concerning the interpretation of the Policy shall be governed and construed in accordance with English law and shall be resolved within the exclusive jurisdiction of the courts of England and Wales.

### 5.5 OTHER INSURANCE:

If at the time of any loss or damage there is any other insurance in force this insurance shall only respond to the extent that the loss or damage is not recoverable under the other insurance.

### 5.6 BASIS OF SETTLEMENT:

Where the damage can be economically repaired We will pay the cost of repair. Where the damage cannot be economically repaired and the damaged or lost item can be replaced, We will replace it. If a replacement is not available We will replace it with an item of similar quality.

Where We are unable economically to repair or to replace an item with an item of similar quality, We will agree a cash payment with you based on the cost price or market value whichever is the least.

Where We can offer repair or replacement through a preferred supplier, but instead You request and We agree to pay a cash settlement, then the amount will not normally exceed what We would have paid Our preferred supplier.

In the event of the total loss or destruction of any article We will not pay more than:

- a) the cost price or market value whichever is the least of the Property Covered other than listed in b) and c) below.
- b) the cost of the goods contained in the category 'Office Papers & Documents' as new stationery

c) the cost of data storage media as new blank data storage media.

#### 5.7 CLAIMS NOTIFICATION:

In the event of loss or damage which may give rise to a claim under this insurance:

1. You must take all measures under your control to minimise any loss, and
2. full details of any losses and/or damages incurred must be notified to insurastore.com within 7 days of You first being aware of any loss or damage.

See 7. Claims Procedure for contact details.

#### 5.8 CANCELLATION:

We may cancel cover at any time by giving 30 days notice to that effect in writing by pre-paid letter post to Your last known address. You may cancel cover at any time after the initial minimum cover period of 28 days by selecting the 'Cancel' option in the 'My account' section of the insurastore.com website and following the on-screen instructions. In either case provided You have not made a claim You will be entitled to a refund of premium for the remainder of the Period of Insurance shown in the Confirmation of Insurance.

#### MONTHLY PLAN

When you sign up for the monthly plan, we will charge the premium on a monthly recurring basis until you cancel. The payment frequency is monthly, and your payment method will be charged monthly on the anniversary of the first payment date, until cancelled by you. You can cancel your monthly plan at any time. To cancel your monthly plan, log in to My Account at insurastore.com, select Your Policies and then select the Cancel Policy button. The minimum term is 28 days and the maximum term is 372 days.

#### 5.9 INSURANCE ACT

In respect of any:

- a) duty of disclosure
- b) effect of warranties
- c) effect of acts of fraud

the rights and obligations applying to You and Us shall be interpreted in accordance with the provisions of the Insurance Act 2015.

## 6. COMPLAINTS PROCEDURE

If You believe that We have not delivered the service You expected, We want to hear from You so that We can try to put things right. If You have cause for complaint You should initially contact the person who arranged the policy for You or the manager of The Fiducia MGA Company Ltd at the address shown on Your quotation or schedule, as appropriate. In the unlikely event that they are unable to resolve Your concerns, Your complaint will be referred to Our Customer Relations Team who will arrange for an investigation on behalf of Our Chief Executive.

If they cannot resolve the matter to Your satisfaction, they will provide You with Our final response so that You can, if You wish, refer the matter to the Financial Ombudsman Service. This does not affect Your right to take legal action.

#### **The Fiducia MGA Company Ltd**

20 Park Place,  
Leeds,  
West Yorkshire,  
LS1 2SJ

#### **Financial Ombudsman Service**

Exchange Tower  
Harbour Exchange Square  
London E14 9SR

## 7. CLAIMS PROCEDURE

Select the 'Make a Claim' option on the [insurastore.com](https://www.insurastore.com) website and follow the on screen instructions.

To help Us deal with Your claim, You must:

- not throw away any damaged items before We have had chance to inspect them
- provide us with the following information if requested:
  - a) original purchase receipts, valuations, and photographs of more expensive items
  - b) provide repair estimates for any damaged items
  - c) for damaged items, confirmation by a qualified expert that the item You are claiming for is damaged beyond repair.

## 8. FAIR PROCESSING NOTICE

### Data Protection

The Fiducia MGA Company Ltd (the 'Insurer') is committed to compliance with the E.U. General Data Protection Regulation and any applicable implementing or supplementing laws, rules or regulations, and as each may be updated, amended or superseded from time to time. The Insurer may collect, use, store, disclose and otherwise process personal data for purposes such as assessing risk and providing insurance, administering a policy and assessing and managing claims. Personal data may be obtained by the Insurer directly from the Insured or via a third party such as an insurance intermediary. If such personal data is not provided, the Insurer may not be able to provide insurance, administer the policy, process a claim or make payments.

The Insurer's personal data privacy policy statement contains information on the types of personal data the Insurer collects; from where it collects such personal data; the purposes and lawful bases for why it collects such personal data; to whom it discloses or transfers such personal data, such as to related parties or third parties (including outside of the European Economic Area) to, among other things, provide services associated with this Policy or to verify information or prevent or detect fraud; and the retention of such personal data. It also contains information on how the Insured can exercise its rights, including, under certain circumstances, a right to access the personal data the Insurer holds about the Insured, to seek rectification or erasure of such data, to restrict or object to the processing of such data, to data portability, to lodge a complaint, or, where processing is based on consent, the right to withdraw consent.

Please see the Insurer's personal data privacy policy statement for further information in accordance with applicable laws at <https://www.fiduciamga.co.uk/privacy-policy/>

A copy may also be requested from, or any personal data privacy queries directed to <https://www.fiduciamga.co.uk/contact-us/>

*Fiducia is an approved coverholder, authorised to act as the agent for and on behalf of certain Underwriters. Underwritten under UMR B087524F03F5001 on behalf of Hamilton / Hamilton Insurance DAC and Lancashire Insurance Group both Syndicates at Lloyd's of London. Fiducia and Fiducia MGA are trading names of The Fiducia MGA Company Limited which is authorised and regulated by the Financial Conduct Authority under firm reference number 981008 to carry on insurance distribution activities.*