

## SUMMARY OF INSURANCE

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These are the terms and conditions of the insurance provided by Royal & Sun Alliance Insurance plc (The Insurer) and arranged by Basil E Fry & Co. Limited (the Broker). A full copy of the policy wording is available on request.

### DURATION OF COVER

This insurance is effective from the time your goods are placed in to storage and ceases upon removal from storage – no cover applies during loading and unloading or during transit.

### RISKS COVERED

The Insurer will pay for any loss or damage, up to the value declared by you, to the Storage Operator, subject to the conditions and exclusions detailed below.

The sum insured shall in no circumstances exceed £50,000 for any one Customer unless confirmed in writing by the Self Storage Operator.

### BASIS OF CLAIMS SETTLEMENT ('New for Old')

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

'New for Old' cover shall not apply to household linen, or clothing. Insurers will take into consideration the age, quality, degree of use and consequent market value of any such lost or damaged item(s) when assessing the claim.

### 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.

### GOODS WHICH ARE NOT INSURED

1. Money, Coins, Bullion, Deeds, Bonds, Securities and the like.
2. Livestock, Explosives and Flammables

### GOODS COVERED SUBJECT TO SPECIAL LIMITATIONS

1. Jewellery, Watches, Precious Stones, Stamps of all kinds exceeding GBP 500 combined total.

2. Furs, fine arts, perfumery, mobile phones, tobacco, cigars, cigarettes, beers, wines, spirits & the like exceeding GBP 10,000 combined total.
3. Electronic items exceeding GBP 25,000 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)

### EXCLUSIONS

#### Insurers will not pay claims for

1. Loss or theft of items other than following violent and forcible entry to or exit from the storage space or premises.
2. Accidental damage unless as a direct result of violent and forcible entry to or exit from the storage space or premises.
3. Loss or damage caused by wear and tear, gradual deterioration inherent vice or latent defect.
4. Loss or damage caused by Rust or Atmospheric or Climatic Causes.
5. Loss or damage caused by Leakage of Liquid from any Receptacle or Container from within the Customer's own storage space.
6. Indirect or consequential loss of any kind or description.
7. Mould and Mildew unless caused by water ingress in the storage space.
8. Electrical, electronic or mechanical derangement to any electrical, electronic or mechanical items, unless external physical damage has occurred, or as a result of fire, derailment, collision or overturning of any vehicle or aircraft. Any loss of or damage to electronic equipment resulting from configuration failure of the controlling software and/or microchip.
9. Confiscation or destruction or damage under the order of any Government, public or local authority.

10. (A) War. Any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributing cause or event – war invasion act of foreign enemy hostilities or a warlike operation or operations (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power.

(B) Terrorism. Harm or damage to life or to property (or the threat of such harm or damage) by nuclear and/or chemical and/or biological and/or radiological means resulting directly or indirectly from or in connection with Terrorism regardless of any other contributing cause or event. Terrorism is defined as any act or acts including but not limited to (i) the use or threat of force and/or violence and/or (ii) harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes

(C) Any action taken in controlling, preventing, suppressing or in any way relating to (A) or (B) above

(D) Radioactivity. Ionising radiations from or contamination by radioactivity from any nuclear fuel or from nuclear waste from the combustion of nuclear fuel.

(E) Loss, damage, liability or expense directly or indirectly caused by or contributed to or by or arising from

(i) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof,  
(ii) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter,  
(iii) 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,

(iv) any chemical, biological, bio-chemical or Electro-magnetic weapon,

(v) the use or operation, as a means of inflicting harm, of any computer, computer system, computer software programme, computer virus or process or any other electronic system.

(vi) Loss, damage or expense caused by any Terrorist or any person acting from a political motive.

11. The first £50.00 of any claim (the policy excess).

## **CONDITIONS**

### **Under Insurance**

If the sum insured is less than the actual value of your property at the time of loss, then you will only be entitled to be paid that proportion of the loss which the sum insured bears to the value of the property removed and/or stored.

For example; if you were to declare a value of £2,000 and your goods were deemed to be worth £4,000, in the event of a partial loss of say £1,000 you would only receive £500 less any excess due.

### **Pairs and Sets**

It is the intention to pay the actual value of individual items. It is not the intention to pay for items which are not affected. If, therefore, a claim is made for an item which is part of a pair or set, then Insurers will only pay the actual value of that item in isolation. The payment will be made without reference to any particular value the item might have acquired simply because it is part of a pair or set.

### **Insurers Rights**

Subject to payment of the actual value of a damaged item by Insurers, they may at their discretion take over ownership of the property. No property may be abandoned to Insurers.

### **Fraud**

If a claim is fraudulent in any way, it will not be paid. The insurance will be deemed not to have attached and no premium will be refunded.

### **Jurisdiction**

The parties to this contract have the right to choose the law that should apply. Insurers choose to apply English Law except for those customers who at inception of the contract are domiciled in Scotland, Northern Ireland, Channel Islands or Isle of Man where their own law will apply.

### **Claims Notification**

Any claim must be advised in detail to the Storage Operator immediately upon discovery of damage/loss.

## Complaints Procedure

We aim to provide you with a first class service. If we have not delivered the service that you expect or you are concerned with the service provided, we would like the opportunity to put things right. Our Complaints process:-  
Initially, contact us (the Broker):

Basil E Fry & Co. Limited  
Swan House  
Swan Centre  
Leatherhead, Surrey  
KT22 8AH

Tel: 01372 385985

1. If we cannot resolve your complaint, we will pass the complaint through to RSA within 24 hours.

2. If your complaint is not resolved or you are not happy with our response and the course of action proposed, you can progress your complaint to RSA Customer Relations Office, who will carry out a separate investigation in an attempt to resolve your complaint and will issue a final decision.

Customer Relations Contact Details

Customer Relations Office

Dean Clough Industrial Park, Bowling Mill

Halifax

HX3 5W

Tel: 0800107 6160 Fax: 01422 325146

[halifax.customerrelationsoffice@uk.royalsun.com](mailto:halifax.customerrelationsoffice@uk.royalsun.com)

3. If you are still not satisfied Royal & Sun Alliance is regulated by the Financial Services Authority whose arbitration service is in the Financial Ombudsman Service, and you may be able to refer your complaint to them.

Financial Ombudsman Service

South Quay Plaza, 183 Marsh Wall

London E14 9SR

Tel: 0845 0801800

Email: [enquiries@financial-ombudsman.org.uk](mailto:enquiries@financial-ombudsman.org.uk)

Your rights as a customer to take legal action remain unaffected by the existence or use of any complaint procedures referred to above. However, the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced.

RCS is a trading name of Basil E Fry & Co Limited who are authorised and regulated by the Financial Conduct Authority. (FCA)

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