

TERMS OF INSURANCE COVER FOR CUSTOMER GOODS

Upon receiving your instructions to do so, we have arranged insurance with American International Group UK Limited (the "**Insurer**") to cover physical loss or damage to your property whilst stored with us ("**Customer Goods**") on the following terms and conditions.

Limit of Liability Clause:

In no case shall the liability of the Insurer exceed a maximum of;

- (a) The sum specified by you in your instructions to Trading North East Ltd T/as BlueBox Storage in respect of any one loss accident or occurrence or series of losses accidents or occurrences arising out of one event or,
- (b) **GBP 50,000** in respect of any one loss accident or occurrence or series of losses accidents or occurrences arising out of one event.

Furthermore, in respect of claims recoverable under the Loss Mitigation Costs and Expenses Clause below, in no case shall the liability of the Insurer exceed a maximum of **GBP 10,000** any one loss accident or occurrence or series of losses accidents or occurrences arising out of one event.

Deductible Clause:

In respect of claims recoverable under this insurance, and unless stated to the contrary hereunder or elsewhere in this insurance, you will bear the first, **GBP 50.00** of each any every loss or occurrence.

Damage To Customer Goods Clause:

This insurance shall indemnify you in respect of actual physical loss and/or damage to your Customer Goods whilst stored with Trading North East Ltd T/as BlueBox Storage at their premises and arising from fire, lightning, explosion, earthquake, aircraft or articles dropped therefrom, riot and civil commotion, malicious damage, storm, flood, water ingress, burst pipes and escape of water from fixed installations, impact by road vehicles and theft following forcible and violent means of entry and /or exit from their premises.

It is condition precedent to the cover provided under this insurance that all claims resulting from theft or where theft may reasonably be suspected shall be reported by you to the police immediately.

Loss Mitigation Costs and Expenses Clause:

This insurance covers costs and expenses necessarily and reasonably incurred by you with the prior agreement of the Insurer (which agreement may be granted retrospectively at the discretion of the Insurer) or for which you are legally liable and which is the subject of indemnity under this insurance with the object of saving, securing, preserving or recovering the Customer Goods in order to prevent or minimise any loss or claim which would be recoverable under this insurance.

It is a condition precedent to the Insurer's liability under this clause that such measures taken by you or the Insurer shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice any rights of either party.

The liability of the Insurer in respect of claims recoverable under this Loss Mitigation Costs and Expenses Clause is subject to Loss Mitigation Costs and Expenses Limit specified in the Limits of Indemnity Clause above.

Average Clause:

If at the date of any loss and/or damage to the Customer Goods, such Customer Goods shall be of greater value than the Limits of Liability stipulated, then you will be considered as being your own insurer for the difference and you will bear a rateable share of the loss or damage accordingly.

Basis of Valuation and Claims Settlement Clause:

The basis upon which the values at risk shall be calculated by you for the purpose of declaring to Trading North East Ltd T/as BlueBox Storage shall be the replacement cost.

At the option of Insurers, Insurers will compensate you for the cost of repairs to the damage item(s) but excluding any depreciation in value as a result thereof,

Total losses shall be the cost of replacing the item lost on a new like for like basis or the nearest equivalent providing the replacement item is not better than the original.

However in the case of household linen and clothing, an allowance shall be made in respect of their age, quality, degree of use.

For documents, Insurers' liability shall be restricted to the reasonable cost of replacement or GBP 50.00 in total for all documents whichever is the lesser.

Customer's Insurance Policy Clause:

Please note that this is an insurance policy between you and the Insurer only. Trading North East Ltd T/as BlueBox Storage shall have no authority whatsoever to admit any liability for any loss or claim or make any promise offer payment or amounts in respect of any loss or claim or agree any loss or claim or incur any costs or expenses in a connection with any loss or claim in respect of which a claim is made by you under this insurance.

Pair and Sets Clause:

Where any item(s) is/are part of a pair or set, Insurers will only pay for the actual parts which are lost or damaged. No payment will be made for articles that are not lost or damaged.

Exclusions Clause:

In no case shall Insurers indemnify you in respect of any loss damage claim liabilities and/or costs and expenses and/or other events defined in the sub-clauses hereunder.

Confiscation Exclusion:

In no case shall this insurance cover any actual or alleged claim loss damage liability or expense directly or indirectly caused by or contributed to, by or arising from confiscation or requisition or embargo or nationalisation or destruction by any government or public or local authority.

Consequential Loss Exclusion:

In no case shall this insurance cover, nor shall insurers be liable for, any financial loss incurred by you and/or your customer(s), nor any legal liability you may have in respect of any financial loss incurred, as a consequence of and resulting directly from the physical loss of or damage to the Customer Goods.

Communicable Disease Exclusion Clause (JC2020-011 17 April 2020)

1. Notwithstanding any provision to the contrary within this insurance, this insurance does not insure any loss, damage, liability, claim, cost or expense of whatsoever nature caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.
2. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - 2.1 the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and

- 2.2 the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- 2.3 the disease, substance or agent can cause or threaten bodily injury, illness, damage to human health, human welfare or property.

Defamation, Libel and/or Slander Exclusion:

In no case shall this insurance cover any actual or alleged claim loss damage liability or expense directly or indirectly caused by or contributed to, by or arising from any defamation, libel and/or slander.

Embargo and Sanctions Exclusion:

The Insurer shall not be deemed to provide cover and the Insurer shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.

Excluded Goods Exclusion:

In no case shall this insurance cover any actual or alleged claim loss damage liability or expense in respect of Excluded Goods, and/or which is directly or indirectly caused by or contributed to, by or arising from the provision of Insured Services upon Excluded Goods.

For the purposes of this insurance, "Excluded Goods" shall mean any of the interests specified below:

1. Bullion and money or every description for example, but without prejudice to the generality of this clause; cash, bank notes, coins, currency notes or currency of any kind
2. Stamps, vouchers, tokens and/or tickets of any kind, credit and/or debit and/or cash dispenser cards of any kind, negotiable securities and any other documents negotiable as or equivalent to cash, and non-negotiables for example, but without prejudice to the generality of this clause; crossed cheques
3. Livestock, bloodstock and living creatures
4. Explosives and flammable goods.
5. Watches, jewellery (costume jewellery excepted), precious stones or gems or metals or items made from or containing such interests
6. Foodstuffs regardless of the means of packaging
7. Furs, fine art, antiques, perfumes, mobile phones, tobacco products, beers, wines and spirits and the like which exceed a value of GBP 10,000 combined total.
8. Electronic items exceeding GBP 10,000 in combined total. Electronic items by way of example but not limited to shall be commercial appliances and instruments, radios, televisions, computers, computer software, hard drives, microchips, printed circuit boards, modems, monitors cameras, facsimile machine, photo copiers, video recording units, hi-fi systems, CD players. Heavy electronics such as switchgear, turbines and generators shall not be considered as electrical items for the purpose of this clause.
9. Any items or goods which are excluded under the terms of the contract/licence agreement you have with Trading North East Ltd T/as BlueBox Storage.
10. Loss of data records and any data carrying media, except for blank data carrying media.

Marine Cyber Exclusion

This Clause shall be paramount and shall override anything in this insurance inconsistent therewith.

1. In no case shall this insurance cover any loss, damage, liability or expense directly or indirectly caused by, or contributed to by or arising from :
 - 1.1 the failure, error or malfunction of any computer, computer system, computer software programme, code, or process, or any other electronic system, or
 - 1.2 the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.

Institute Radioactive Contamination, Chemical, Biological, Bio-Chemical and Electromagnetic Weapons Exclusion:

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith.

1. In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to, by or arising from
 - 1.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
 - 1.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
 - 1.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
 - 1.4 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;
 - 1.5 any chemical, biological, bio-chemical, or electromagnetic weapon.

Loss of Life or Personal Injury Exclusion:

In no case shall this insurance cover any actual or alleged claim loss damage liability or expense directly or indirectly caused by or contributed to, by or arising from death of or bodily injury to or illness or trauma of or any syndrome suffered by a person or living creature.

Pollution and Contamination Exclusion:

In no case shall this insurance cover any actual or alleged claim loss damage liability or expense directly or indirectly caused by or contributed to, by or arising from any seepage and/or pollution and/or contamination and/or damage to the environment, atmosphere, watercourse, body of water or third party, public or private property whatsoever howsoever arising and/or any threat thereof whatsoever howsoever arising.

Public Policy Exclusion:

In no case shall this insurance cover any actual or alleged claim loss damage liability or expense directly or indirectly caused by or contributed to, by or arising from any event whatsoever in respect of which indemnity from Insurer is contrary to public policy.

Reckless and/or Dishonest Conduct of the Assured Exclusion:

In no case shall this insurance cover any actual or alleged claim loss damage liability or expense directly or indirectly caused by or contributed to, by or arising from your reckless conduct of or any illegal trade or dishonest or fraudulent or malicious or criminal act or omission by you.

Third Party Property Exclusion:

In no case shall this insurance cover any actual or alleged claim loss damage liability or expense to any public, private or third party property of whatsoever description howsoever arising.

Unexplained Loss or Mysterious Disappearance Exclusion:

In no case shall this insurance cover any actual or alleged claim loss damage liability or expense directly or indirectly caused by or contributed to, by or arising from any inventory shrinkage or unexplained loss or mysterious disappearance of Customer Goods whilst in store including for example, but without prejudice to the generality of this clause; any unexplained discrepancy between any records made or kept by Trading North East Ltd T/as BlueBox Storage and any produced by you, any loss subsisting only in a profit and loss comparison or calculation, or in the absence of satisfactory physical or recorded evidence of tampering any loss or shortage

- (a) discovered upon taking inventory or preparing Customer Goods for removal from storage
and
- (b) not traceable to an identifiable event.

War, Strikes and Terrorism Exclusion Clause:

In no case shall this insurance cover any actual or alleged claim loss damage liability or expense directly or indirectly caused by or contributed to, by or arising from war, civil war, revolution, rebellion, insurrection or civil strife arising therefrom, or any hostile act by or against a belligerent power; confiscation or expropriation; capture, seizure, arrest, restraint or detainment and the consequences thereof or any attempt thereat; any terrorist act or any person acting from a political or ideological motive; strikers, locked-out workmen, or person taking part in labour disturbance, riots or civil commotions; derelict mines, torpedoes, bombs or other derelict weapons of war.

General Conditions:

This insurance is subject to the operation of all of the following sub-clauses.

Cancellation Clause:

This insurance may be cancelled at any time by the Insurer or by you provided they give thirty (30) days' notice in writing. Notice shall run from midnight of the day of issue.

The Insurer giving notice shall receive and retain pro-rata or earned premium, whichever is the greater. The Insurer receiving notice shall receive and retain the customary short-term or earned premium, whichever is the greater.

If any period of notice herein is prohibited or nullified by any law governing the construction of this clause, such period shall be deemed to be amended so as permitted by such law.

Claims Notification Clause:

In case of any occurrence or discovery likely to give rise to a loss or claim under this insurance, you must immediately (or within 7 days of the discovery) give notice to

American International Group UK Limited,
2/8, Altyre Road,
Croydon.
CR9 2LG
Telephone: 0208 681 2556

Email: MarineClaimsLondon@aig.com

Quote the following,

The name of the storage company your goods are with.

The address of the storage location your goods are stored at.

The policy number – this can be provided by the storage company.

Details of the circumstances of the loss, the amount of the claim together with supporting documentation.

Contracts (Rights of Third Parties) Act 1999 Clause

The provisions of the Contracts (Rights of Third Parties) Act 1999 do not apply to this insurance or to any certificate(s) of insurance issued hereunder. Neither this insurance nor any certificates issued hereunder confer any benefits on any third parties. No third party may enforce any term of this insurance or of any certificate issued hereunder.

This clause shall not affect your rights (as assignee or otherwise) or the rights of any loss payee.

Cost and Expenses Inclusive Clause:

Notwithstanding anything expressed or implied in this insurance to the contrary any and all costs and/or expenses howsoever incurred in the mitigation investigation defence or settlement of any claim are subject to and inclusive within the Limits of Indemnity specified above.

Duty of Disclosure Clause:

This contract of insurance is a contract of the utmost good faith. Prior to inception you must make a fair presentation of the risk to be insured under this Policy. If you are a consumer (as defined by the Consumer Insurance (Disclosure and Representations) Act 2012) then you have a duty to take reasonable care not to make a misrepresentation to the Insurer. Utmost good faith is to be exercised by both you and the Insurer at all times throughout the currency of this insurance.

If you breach your duty of fair presentation of risk (or, if applicable, you breach your duty to take reasonable care not to make a misrepresentation to Insurer) and, but for the breach, the Insurer

- (i) would not have entered into the Policy; or
- (ii) would have done so only on different terms,

The Insurer will have remedies as against you as follows:

- (a) The Insurer may avoid the Policy and refuse all claims if:
 - (i) the breach is deliberate or reckless, in which event the Insurer may retain the premium paid; or
 - (ii) but for the breach the Insurer's underwriter would not have entered into the Policy on any terms, in which event the Insurer shall return the premium.
- (b) In all other cases:
 - (i) where the Insurer's underwriter would have charged more premium, any amounts payable by the Insurer will be scaled down to the ratio that the premium actually charged (the "Actual Premium") bears to the premium that he would have charged to assume that risk (the "Reference Premium"); and in addition
 - (ii) where the Insurer's underwriter would have written the risk on different terms (other than in relation to premium) the Policy is to be treated as if it had been entered into on those terms.

Due Diligence of the Assured Clause:

It is a condition of the cover provided under this insurance that you must at all times in the course and conduct of your business take all reasonable precautions and exercise reasonable care, skill, diligence and judgement.

You must take reasonable steps to prevent or minimise any loss or claim which may be recoverable under this insurance.

General Definitions:

All words in this insurance in the singular shall include, where the context permits, the plural and vice versa.

All words importing the masculine gender only shall include the feminine gender and the words importing persons shall include individuals, partnerships, corporations and associations.

Law and Jurisdiction Clause:

This insurance shall be governed by the laws of England and Wales and is subject to the exclusive jurisdiction of the courts of England and Wales.

If any provision of this insurance is held to be illegal, invalid or unenforceable to any extent under the laws of England and Wales, the legality, validity and enforceability of the remainder of this insurance shall be entirely unaffected. Any such provision shall be regarded as having been modified by the courts of England and Wales so that it ceases to be illegal, invalid or unenforceable and this insurance shall continue in full force and effect as modified and its provisions shall be enforced to the greatest extent permitted by the laws of England and Wales.

Not to Inure Clause:

In no case shall this insurance inure to the benefit of any other person or firm or company or corporation or association or concern whatsoever howsoever constituted or of their insurers and, without prejudice to the generality of the foregoing, in no case shall this insurance inure to the benefit of any carriers bailees or sub-contractors (whether in direct contractual relationship with you or not) or any servants agents or sub-contractors of any of them, or of any insurers of any of them, or of any other party whatsoever.

Non-Contribution Clause:

This insurance does not cover any claim loss damage liability or expense which at the time of the happening of such occurrence is insured by or would, but for the existence of this insurance, be insured by any other existing insurance.

In the event of an action brought in a jurisdiction where the application of this clause would leave you uninsured then this Non-Contribution Clause shall not apply.

Subrogation Clause:

You shall, at the request and expense of the Insurer, perform all such acts as may be required by the Insurer so that if the Insurer pays any claim arising under this insurance any rights and/or remedies to which the Insurer should become entitled or subrogated are upheld and enforced against any other party, and any right to relief or indemnity to which the Insurer should become entitled or subrogated is maintained against any other party, whether such acts shall be or become necessary or are or may be required before or after indemnification by the Insurer of the Assured or any other claimant.

Waiver of Subrogation Clause:

Insurers agree to waive any and all rights of subrogation that Insurers have or may have against Trading North East Ltd T/as BlueBox Storage in respect of any claim or payment made by Insurers under this insurance

Customer Service & Complaints:

If you feel you have not been offered a first class service please write and tell us and we will do our best to help you resolve the problem.

You may alternatively, if preferred, contact the Insurance Administrator :

Gallagher, 12 Museum Street, Ipswich, Suffolk, IP1 1HT

If you are unable to resolve the situation and wish to make a complaint you should contact:-

Customer Relations Manager
American International Group UK Limited
2-8 Altyre Road
Croydon, CR9 2LG
Email: uk.customer.relations@aig.com

To help us to deal with your comments quickly, please quote your Policy and/or Claim Number and Policyholder/Insured Name.

We will do our best to resolve any difficulty directly with you, but if we are unable to do this to your satisfaction you may be entitled to refer any dispute to the Financial Ombudsman Service who will review your case. The address is:

Financial Ombudsman Service
Exchange Tower,
Harbour Exchange,
London, E14 9SR
