# **GARDEN HUT STORAGE LIMITED**

# **Contents and Insurance Declaration**

# PLEASE COMPLETE A SEPARATE FORM FOR EACH SELF-STORAGE UNIT YOU OCCUPY

- 1. DECLARATION OF STORED GOODS CONTENTS AND VALUE
- 2. INSURANCE PROVIDED BY CLIENT
- 3. INSURANCE REQUIRED FROM GARDEN HUT POLICY

Please complete
either Section 2 or
Section 3, NOT BOTH

# **SECTION 1.**

Name	
Company	
Address	
Unit Reference	
Phone	
e-mail	

By signing this declaration I/we confirm that we are not storing, and will not store, any of the items specified in Section 8 of the Terms and Conditions of Storage and acknowledge the conditions of usage specified in Section 9 of the Terms and Conditions of Storage

You must not store (and You must not allow any other person to store) any of the following in the Room

- 8.1. food or perishable goods, unless securely packed and approved by Us so that they are protected from and do not attract vermin
- 8.2. plants, birds, fish, animals or any other creatures
- 8.3. combustible or flammable materials or liquids such as gas, paint, petrol, oil or cleaning solvents
- 8.4. firearms, weapons, ammunition, explosives or the components thereof
- 8.5. chemicals, radioactive materials, biological agents
- 8.6. toxic waste, asbestos or other materials of a potentially dangerous nature
- 8.7. any item which emits any fumes, smell or odour
- 8.8. any illegal substances, illegal items or goods illegally obtained
- 8.9. compressed gases This is not an exhaustive list and we may add to this list of prohibited items at any time by displaying a notice at the Store.
- 9. You must not (and You must not allow any other person to)
- 9.1. use the Room or do anything at the Store or in the Room which may be a nuisance to Us or the users of any other Room or any person at the Store
- 9.2. do anything at the Store or in the Room which may invalidate any of our insurance policies or those of other Room users or increase the premiums payable on them
- 9.3. use the Room as offices or living accommodation or as a home or business address and not use the address of the Store or the Room for receiving or sending mail
- 9.4. spray paint or do any mechanical work of any kind in the Room
- 9.5. attach anything to the internal or external surfaces of the Room or make any alteration to the Room
- 9.6. allow any liquid, substance, smell or odour to escape from the Room or any noise to be audible or vibration to be felt outside the Room
- 9.7. cause any damage to the Room or any other Room or the Store or its facilities or to the property of Us or any other Room users or other persons at the Store and if You cause any damage You must (at our option) repair, restore or replace such damage or item or reimburse the costs of making necessary repairs, restoration or replacement or make proper compensation

- 9.8. leave anything in or cause any obstruction or undue hindrance in any passageway, stairway, service area or other part of the Store and You must at all times exercise courtesy to others and reasonable care for Your own safety and that of others in using these areas
- 9.9. leave any waste or refuse that is created by storing the Goods and You will be charged the reasonable costs of disposing of such waste or refuse if You fail to comply with this undertaking; or
- 9.10. connect or provide any utilities or services to the Room unless authorised in advance in writing by Us.

#### Schedule of stored contents

Contents (for collections or mixed boxes a general description will do – ie cutlery, receipts etc)	Value
Continue on further sheets as required	

|--|

# **SECTION 2.**

My own insurance details (delete if inapplicable)

Insurance Company	
Policy Reference Number	
Start Date	
Evidenced by	
	Please include confirmation of insure sum (minimum £2,000 or total value of goods listed whichever is the greater) specifying that cover applies to the relevant unit number at our location

#### **SECTION 3.**

I request you to insure the contents of my unit (delete if inapplicable)

Sum to be insured	

At a cost of £3 per £1,000 sum insured per month (including IPT)

# Please complete either Section 2 or Section 3, NOT BOTH

We require you to insure the contents of your unit for a minimum sum as specified above and by continuing to store your goods with us you agree that in the event you do not provide confirmation of your own insurance reasonably acceptable to us on request then you will be deemed to have accepted our insurance the costs of which will be added to your monthly charges.

Signed	••••••
Name	(please print)
On behalf of	(if applicable)
Date	

PLEASE RETURN THE FORM DULY COMPLETED, ALONG WITH THE APPROPRIATE COPY DOCUMENTS FROM YOUR INSURANCE COMPANY IF YOU HAVE COMPLETED SECTION 2, TO GARDEN HUT STORAGE LIMITED, THE COACH HOUSE, STOCKCROSS HOUSE, STOCKCROSS, NEWBURY, BERKS RG20 8LP

The facility to insure your self-storage unit contents through our open cover policy organised by Garden Hut Storage Limited only applies if you have indicated that you wish to use the insurance option detailed in Section 3 above and in the Licence Agreement and have paid the appropriate additional charge. Please read carefully clause 21 of the Licence Agreement.

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 us.

Please note that irrespective of whether or not you instruct us to include you within our insurance arrangements our liability for actual physical loss of or damage to your property is limited by the terms of the Licence Agreement which form part of our contract with you.

**DELIBERATELY BLANK** 



# **SUMMARY OF 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 100% certain underwriters at Lloyd's in respect of syndicates Brit 2987, 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

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. 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**

Insurers have to give you certain information before you make your decision. If you have not been given this information when you buy your insurance (and you have not told the Company you do not want it) Insurers will allow you a "cooling off" period of at least 14 days from the time you receive the information. If you do not want to continue with the insurance, you may cancel your cover within this period and receive all your money back (as long as you have not made any claims).

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**

Insurers will not pay the first GBP 50 of your 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.

#### YOUR DUTY TO PROVIDE INFORMATION

It is your duty to take reasonable care to answer all questions honestly and to the best of your knowledge and commercial customers must make adequate enquiries within your business to identify and verify that information relevant to the insurance of your property is disclosed. If you do not, your insurance policy may be cancelled or treated as if it never existed or your claim may be rejected or not paid in full. It is important that all statements you make on all documents are full and accurate. Failure to accurately provide requested information could invalidate your insurance cover and mean that part or all of a claim may not be paid.

#### **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 United Kingdom

Telephone: +44 (0)1843 823820 Fax: +44 (0)1843 823956 E-mail: claims@icaltd.co.uk

If ICA cannot resolve the situation you can then refer the matter to the Complaints
Department at Lloyd's who may, in certain circumstances be able to review the matter.

Their address is:

Complaints Department Lloyd's

One Lime Street

London EC3M 7HA

Tel No: 020 7327 5693

Fax No: 020 7327 5225

E-mail: complaints@Lloyds.com

In the event that the Complaints Department is unable to resolve your complaint it may in certain circumstances be possible for you to refer it to the Financial Ombudsman Service at:

Exchange Tower

Harbour Exchange Square

London E14 9SR

Tel No: 0800 023 4567

Email: complaint.info@financial-ombudsman.org.uk

# **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







# **EXCLUSIONS**

No cover is provided for 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 arising from inadequate or substandard repairs and inadequate or substandard 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:-
- $a. \quad Ionising \ radiations \ from \ or \ contamination \ by \ radio activity \ from \ any \ nuclear \ fuel \ or \ from \ any \ nuclear \ waste \ or \ from \ the \ combustion \ of \ nuclear \ fuel \ or \ from \ any \ nuclear \ fuel \ fuel$
- b. The radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or nuclear assembly or nuclear component thereof.
- $c. \quad \text{Any we apon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.}$
- 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:-
- $a. \quad \text{Any chemical, biological, bio-chemical or electromagnetic weapon.} \\$
- 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 or any person(s) acting from a political motive.

