SELF STORAGE
STOREREADY
CONTRACTORS LIABILITY

Reason Global

Broker at LLOYD'S

BIBA

This insurance will indemnify the Contractor (the Insured) in respect of their legal liability as a self storage operator for actual physical loss or damage to property of the Customer (the party who instructs the Contractor in their capacity of providing self-storage services) where the Contractor has entered into a contract for arranging storage (the contract) with the Customer under the StoreReady Addendum.

Subject to the Exceptions, Clauses and Conditions contained therein.

PROPERTY shall mean:

Customers' property of every description for which the Contractor has received specific instructions to include in and subject to the StoreReady Addendum.

DURATION OF COVER AND TERRITORIAL LIMITS

In any Depository, Store or Warehouse in Australia declared in Addendum 1 of the Schedule.

This is only to pay for loss or damage discovered during the period of this insurance.

POLICY LIMITS

Each Customer
Underwriter's total liability SHALL NOT EXCEED THE LESSER OF:

(i) THE SUM SPECIFIED BY THE CUSTOMER IN THEIR INSTRUCTIONS TO AND AS AGREED BY THE CONTRACTOR WITHIN THE STOREREADY ADDENDUM

(ii) THE CUSTOMER LIMITS SPECIFIED IN THE SCHEDULE

At Underwriters option, and subject to the applicable LIMIT, settlement of any Customer's property claim may be by replacement, repair and/or monetary compensation.

Each Location
Underwriter's total liability SHALL BE SUBJECT TO THE LIMITS SPECIFIED IN THE SCHEDULE.

LIMITS

The most Underwriters will pay for loss or damage to stored goods under this Policy is the STATED VALUE. Underwriters have no liability for loss of or damage to Customer's stored goods beyond the STATED VALUE agreed to by the Contractor under the StoreReady Addendum purchased by the Customer subject to the LIMITS SPECIFIED IN THE SCHEDULE.

REMOVAL OF DEBRIS AND ADDITIONAL EXPENSES EXTENSION

It is understood that this Insurance extends to include costs incurred to minimise or mitigate losses which would be recoverable hereunder, or costs and expenses necessarily incurred by the Contractor with the consent of Underwriters in removing debris of the property insured by this insurance, destroyed or damaged by any risk covered herein. Underwriter's additional liability, however, shall not exceed the amount as shown in the Schedule.

EXCLUSIONS

1) 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 other nuclear assembly or nuclear component thereof.
   c) any weapon or device 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.
   e) any chemical, biological, bio-chemical or electromagnetic weapon.

   CL370

2) Loss, destruction or damage directly caused by pressure waves caused from aircraft and other aerial devices travelling at sonic or supersonic speeds.

3) Liability arising out 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 nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

4) This insurance excludes coverage for:

   1) any loss, damage, liability, cost, or expense directly arising from the transmission or alleged transmission of a Communicable Disease or from any fear or threat of a Communicable Disease;

   2) any liability, cost or expense to identify, clean up, detoxify, remove, monitor, or test for a Communicable Disease

   3) any liability for or loss, cost or expense arising out of, any loss of revenue, loss of hire, business interruption, loss of market, delay or any indirect financial loss, howsoever described, as a result of a Communicable Disease or the fear or the threat of a Communicable Disease

   As used in this Endorsement, a Communicable Disease means any disease, known or unknown, which can be transmitted by means of any substance or agent from any organism to another organism where:

   i) the substance or agent includes but is not limited to a virus, bacterium, parasite or other organism or any variation or mutation of any of the foregoing, whether deemed living or not, and

   ii) the method of transmission, whether direct or indirect, includes but is not limited to human touch or contact, airborne transmission, bodily fluid transmission, transmission to or from or via any solid object or surface or liquid or gas, and

   iii) the disease, substance or agent may, acting alone or in conjunction with other comorbidities, conditions, genetic susceptibilities, or with the human immune system, cause death, illness or bodily harm or temporarily or permanently impair human physical or mental health or adversely affect the value of or safe use of property of any kind.

   JL2020-013

5) a) Subject only to paragraph c) below, in no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus, computer process or any other electronic system.

b) Subject to the conditions, limitations and exclusions of the policy to which this clause attaches, the indemnity otherwise recoverable hereunder shall not be prejudiced by the use or operation of any computer, computer system, computer software programme, computer process or any other electronic system, if such use or operation is not as a means for inflicting harm.

Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, paragraph a) shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.
LMA5403

6) Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expenses directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of 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 organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intent to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expenses directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
NMA 2920

7) Whenever coverage provided by this policy would be in violation of any U.S. economic or trade sanctions such as, but not limited to, those sanctions administered and enforced by the U.S. Department of Treasury, Office of Foreign Assets Control (“OFAC”), such coverage shall be null and void.
U.S. Economic and Trade Sanctions

GENERAL CONDITIONS

1) This insurance shall be voidable in the event of misrepresentation, misdescription or non-disclosure in any material particular.

2) If the claim be in any respect fraudulent, or if any fraudulent means or devices be used by the Contractor, Customer or any one claiming indemnity under this Insurance or any one acting on his of their behalf, to obtain any benefit under this insurance, or if any loss or damage be occasioned by the wilful act or with the connivance of the Contractor, Customer, or any one claiming indemnity under this Insurance, all benefit under this Insurance will be forfeited.

3) The Contractor shall at the request and at the expense of the Underwriters do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Underwriters for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which the Underwriters shall be or would become entitled or subrogated upon their paying for or making good any loss or damage under this insurance, whether such acts and things shall be or become necessary or required before or after their indemnification by the Underwriters.

4) If any loss, destruction or damage or liability covered by this insurance is also covered in whole or part by any other Policy or Indemnity whether effected by the Contractor or any other person this insurance shall not be called upon in contribution except in respect of any excess over the sum recoverable, or which but for the existence of this insurance would be recoverable under such other policy or indemnity.

5) If any difference shall arise as to the amount to be paid under this insurance (liability being otherwise admitted), such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the Statutory provisions in that behalf for the time being in force. Where any difference is by these conditions to be referred to arbitration, the making of a settlement shall be a condition precedent to any right of action against the Underwriters.

6) This insurance may be cancelled, at any time, at the request of the Contractor in writing to the Broker who effected the insurance, and the premium should be adjusted on the basis of a declaration in accordance with the terms and conditions of this insurance, for the period during which the insurance was operative.

This insurance may also be cancelled by or on behalf of Underwriters by 30 days' notice given in writing to the Contractor at his last known address and the premium shall be adjusted on the basis of a declaration in accordance with the terms and conditions of this insurance for the period during which the insurance was operative.

The foregoing paragraphs are subject always to the proviso that no such cancellation terminate, during the remaining period during which this insurance would have been current had the cancellation not been invoked, any part thereof which the Contractor has agreed to give benefit to any other person, firm or company.

Notice shall be deemed to have been duly received in the course of post if the notice was sent, properly addressed to the last known address of the addressee, by prepaid letter post.

7) Excess

Provided always that the Underwriters shall not be liable for any claim or loss unless the amount of such claim or loss exceeds the amount stated in the Schedule as the excess which stated amount shall be deducted from each claim or loss and borne by the Contractor and/or the Customer at their own risk, and the Underwriters shall only be liable for the loss after the application of the stated excess amount.

8) Claims Notification

All claims or occurrences or situations that are likely to give rise to a claim must be notified as soon as possible with full details to:

Anova Marine Insurance
18501 Pines Blvd, Ste 206
Pembroke Pines
FL 33029
United States
Email: info@anovamarine.com
Telephone: +1 (786) 536-9963

Every letter, notice, writ, summons and process relating thereto shall be notified to and forwarded to the above immediately upon receipt.

Legal costs and expenses incurred in defending liability shall only be recoverable from Underwriters when the appointment of legal representation has been agreed by Underwriters.

9) Documentation to the Customers

At the commencement of each policy period the Contractor shall be required to submit copies to Underwriters of current documentation issued to Customers (Licence Agreement, StoreReady Addendum etc). Any subsequent changes to printed documentation must be submitted to Underwriters for approval.

10) Premium adjustment

The Contractor shall promptly provide the information required in order that this policy may be adjusted. This may include income received for various types of work and storage declarations (see Schedule).

11) Inspection of records

The Contractor agrees that any duly authorized representative of Underwriters shall be permitted to examine the Contractor's books and records that relate to the Contractor's business covered by this policy at all reasonable times during the life of this policy and for 36 months after expiration or termination of this policy.

12) Choice of Law and Jurisdiction

The Parties are free to choose the law applicable to this Insurance Contract. Unless specifically agreed to the contrary this insurance shall be governed by the laws of the Commonwealth of Australia.

13) Queries and Complaints

We are dedicated to providing a high-quality service and we want to ensure that we maintain this at all times. If you feel that we have not offered a first-class service or if you have any questions or concerns about this Policy or the handling of a claim you should, in the first instance, contact your Broker through whom this insurance was placed.

14) Sanction Limitation and Exclusion Clause

No (re)insurer shall be deemed to provide cover and no (re)insurer shall 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 that (re)insurer 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.
JC2010/014

CUSTOMER COMPLAINTS PROCEDURE

We are committed to treating our customers fairly at all times. If you have a complaint about any aspect of your insurance cover provided by Anova Marine Insurance under its binding authority provided by MCI Syndicate 1902 at Lloyd's, you can raise a complaint with us at the following address:

Anova Marine Insurance
18501 Pines Blvd, Ste 206
Pembroke Pines
FL 33029
United States
Email: info@anovamarine.com
Telephone: +1 (786) 536-9963

Alternatively, you can contact MCI direct by post, telephone or email at the following address:

MCI – Syndicate 1902 at Lloyd's
1st Floor
145 Leadenhall Street
London
EC3V 4QT
Email: complaints@mciuw.com
Tel: +44 (0)203 488 4601

Please quote the policy number shown on your Schedule when you contact us.

If MCI are unable to resolve your complaint immediately, MCI will send you a written acknowledgement within two days of receipt. MCI will then investigate your complaint and, in most cases, send you a full response in writing within two weeks of receipt. In exceptional cases, where MCI are unable to complete investigations within two weeks, they will send you a full response as soon as they can, and in any event within four weeks of receipt of your complaint.

If you are not satisfied with MCI's response, or if MCI failed to respond to you within two weeks of receipt of your complaint, you can refer the matter to Lloyd's at the following address:

Complaints Lloyd's
One Lime Street London
EC3M 7HA
Telephone: +44 (0)20 7327 5693
Fax: +44 (0)20 7327 5225
E-mail: complaints@lloyds.com
Website: www.lloyds.com/complaints

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint - How We Can Help" available at www.lloyds.com/complaints and are also available from the above address.

Lloyd's will investigate your complaint, and in most cases, will provide a response letter within eight weeks from initial receipt of the complaint (unless you have taken longer than one week to raise the matter with Lloyd's after receipt of our response, in which case the eight-week period will be extended). If Lloyd's cannot complete its investigations within the eight-week period, they will write to you explaining why and inform you when you can expect to receive a full response. If you have any queries or require further information regarding the Anova Marine Insurance complaints process, please contact Anova Marine Insurance at the address below:

Anova Marine Insurance HQ
18501 Pines Blvd Ste 206
Pembroke Pines
FL 33029
Email: info@anovamarine.com
Telephone: +1 (786) 536-9963

If you remain dissatisfied after Lloyd's has considered your complaint, you may have the right to refer your complaint to the Financial Ombudsman Service (FOS).

The contact details for the FOS are:

The Financial Ombudsman Service
Exchange Tower
London E14 9SR
Email complaint.info@financial-ombudsman.org.uk
Telephone +44 (0)800 023 4567

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find more information on the FOS at www.financial-ombudsman.org.uk.