

**CERTIFICATE OF STORAGE INSURANCE
HARCO NATIONAL INSURANCE COMPANY
PLATINUM TENANT INSURANCE UNDER MASTER POLICY NUMBER:**

This is to certify that the undersigned has arranged insurance as hereinafter specified and underwritten by
Harco National Insurance Company

Name of Person or Organization: <Tenant.Name>
Customer of: <Site.LegalName>
<Site Address>

Space: <Tenant.UnitName>
Date: <Tenant.LeaseSignDate>

DEFINITIONS:

When used in reference to this insurance, "you" and "your" refer to the person(s) named as tenant in the Rental Agreement. "We," "us" and "our" refer to the insurance company. In addition, certain words and phrases are defined as follows:

OWNER – shall mean the owner, landlord, lessor or operator of the self-storage facility.

RENTAL AGREEMENT – means the Rental Agreement executed and in effect between you and the **Owner**.

INSURANCE APPLICATION – means the "Enrollment For Acceptance Of Insurance Under Master Policy Number" form you completed.

AMOUNT OF INSURANCE – means the amount of insurance printed on your signed **Insurance Application** form for coverage.

PREMIUM – means the amount shown in the **Insurance Application** form as premium for your insurance.

OCCURRENCE – means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

PROPERTY DAMAGE – means physical injury to real property at the storage facility location listed in the **Rental Agreement**, but does not include any;

- a. **PROPERTY DAMAGE** expected or intended from the standpoint of the insured; or
- b. Loss of use of that property.

VEHICLE – means land motor vehicle, boat, mobile equipment or trailer and covered property stored within.

EFFECTIVE DATE: This insurance attaches on the date shown on the **Insurance Application**. This insurance shall remain in effect until terminated or cancelled as provided by this certificate.

PROPERTY INSURED: The personal property insured under each Certificate of Storage Insurance consists of the personal property of the Insured. We will also cover the personal property of others for which the Insured may be liable or have assumed liability prior to a loss while in storage within the storage space described in the **Rental Agreement**.

PERILS INSURED AGAINST: We cover direct loss to property insured by the following perils, except as otherwise excluded but limited to the **Amount of Insurance**.

- | | |
|--|--|
| a) Fire or Lightning | j) Vandalism or Malicious Mischief |
| b) Windstorm or Hail | k) Falling objects, provided the exterior of the building containing the property is first damaged by such falling objects |
| c) Cyclone, Tornado or Hurricane | l) Weight of Ice, Snow or Sleet |
| d) Explosion or Sonic Boom | m) Collapse of Buildings containing the property insured, other than by earthquake |
| e) Strikes, Riot or Civil Commotion | n) Water Damage except as excluded under Paragraphs (b) and (c) Exclusion |
| f) Aircraft, Self-propelled Missiles or Spacecraft | o) Earthquake |
| g) Vehicles | |
| h) Smoke | |
| i) Landslide, including sinkhole collapse | |

ADDITIONAL COVERAGES: We will also provide these additional coverages up to the amounts stated below. These additional coverages do not increase the **Amount of Insurance**.

BURGLARY: 100% of the **Amount of Insurance** coverage for loss by burglary or holdup. The term "Burglary" shall mean the act of stealing property by forcible entry into the storage space described in the **Rental Agreement**; however, this coverage only applies when such storage space is securely locked at the time of the forcible entry. The mere absence of a lock will not constitute forcible entry.

DEBRIS REMOVAL: 20% of the amount of your insurance under the Master Policy to cover the necessary expense incurred in the removal of debris from the property insured following an insured loss.

LIMITED PROPERTY DAMAGE LIABILITY: We will pay up to \$3,000 that you become legally obligated to pay the Master Policyholder for **Property Damage** to the storage facility listed in the **Rental Agreement** caused by an **Occurrence**.

OUTDOOR VEHICLE STORAGE SPACE: We will pay the Insured for direct physical loss to property stored and locked within a **Vehicle** or OEM components permanently attached to the **Vehicle** in the Self-Storage unit number shown in the Certificate of Storage Insurance and stored outside at the premises described in the Certificate of Storage Insurance caused by or resulting from any Covered Cause of Loss except due to hail.

RODENT/VERMIN: We will pay up to \$500 to cover loss or damage caused by moths, insects, rodents or vermin.

MILDEW, MOLD, FUNGUS, BACTERIA, WET OR DRY ROT: We will pay up to \$500 for loss or damage caused by direct physical loss or damage to covered property resulting from mildew, mold, fungus, bacteria, wet or dry rot, including the cost of removal of the mildew, mold, fungus, bacteria, wet or dry rot, that occurs during the Certificate Period and only if all reasonable means were used to save and preserve the property from further damage at the time of and after that **Occurrence**.

TRANSIT: 100% of the amount of your insurance under the Master Policy for loss by fire or by the collision or overturn of a motor vehicle or trailer upon which covered property is being transported while such property is in transit to or from the storage space, provided the property is within 100 miles of the described storage facility.

EXTRA RENTAL SPACE: 20% of the amount of your insurance under the Master Policy to cover the extra expense necessarily incurred by you for the rental of substitute storage when occupancy of the described storage space is prevented as a result of loss or damage to storage facility building by a peril insured against in this policy.

EXCLUSIONS: We do not insure:

- a) Accounts, bills, currency, deeds, evidence of debt, evidence of ownership, contracts and titles, securities, negotiable instruments, money, lottery tickets notes, animals, jewelry, watches, precious or semi-precious stones, furs, or garments trimmed with fur, breakage of glass or similar fragile articles, illegal drugs, food, alcohol or explosives.
- b) Against loss or damage caused by or resulting from wear and tear, gradual deterioration, maintenance, inherent vice, latent defect, atmospheric condition and /or changes in temperature, delay, loss of use or loss of market.
- c) Against loss or damage caused by, resulting from, contributing to or aggravated by flood, surface water, waves, tidal water or tidal wave, or overflow of streams or other bodies of water, including but not limited to escape, overflow or discharge, for any reason, of water or waterborne material from a dam, levee, seawall or any other

boundary or containments system, unless fire or explosion ensues, and then we will pay only for the ensuing loss.

- d) Loss or damage caused by cigarettes or other smoking materials, unless fire ensues.
- e) Loss or damage caused by the neglect of the Insured to use all reasonable means to save and preserve the insured property at and after the **Occurrence** of any peril insured against, or when the insured property is endangered by an insured peril.
- f) Loss or damage caused intentionally by the Insured or at the direction of the Insured.
- g) Loss or damage of contraband, or caused by illegal transportation or trade.
- h) Loss or damage resulting from activity in violation of the Lease agreement.
- i) Loss or damage caused by theft or mysterious disappearance, except burglary as covered herein.
- j) Losses caused by nuclear hazards:

"Nuclear Hazard" means any nuclear reaction, radiation or radioactive contamination, all whether controlled or uncontrolled of however caused or any consequence of any of them. Loss caused by the nuclear hazard shall not be considered loss caused by fire, explosion, or smoke, whether these perils are specifically named in or otherwise included within the "Perils Insured Against" clause.

The insurance evidenced by this policy does not apply to loss caused directly or indirectly by nuclear hazard, except that direct loss by fire resulting from the nuclear hazard is covered.

- k) War risk and governmental action:

The insurance evidenced by this policy does not apply to loss caused directly or indirectly by or due to any act or condition incident to the following:

Hostile or warlike action in time of peace or war, including action in hindering, combating, or defending against an actual, impending or expected attack, by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces; or by military, naval or air forces or by an agent of any such government, power, authority or forces, it being understood that any discharge, explosion or use of any weapon of war employing nuclear fission or fusion shall be conclusively presumed to be such a hostile or warlike action by such governmental power, authority or forces. Insurrection, rebellion, revolution, civil war, usurped power or action taken by governmental authority in hindering, combating or defending against such an **Occurrence**, and seizure or destruction under quarantine, or customs regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade.

- l) Any loss, damage, liability, claim, cost or expense of any nature directly or indirectly caused by or resulting from a Communicable Disease or the fear or threat of a Communicable Disease regardless of any other cause, event or other sequence of events. "Communicable Disease" means any disease which can be transmitted directly or indirectly from one organism to another organism, where the disease is caused by a substance or agent which is a virus, bacterium, parasite or other organism or any variation, whether deemed living or not.

DEDUCTIBLE CLAUSE: There is no deductible applicable to a loss covered under this policy.

TERMINATION OF INSURANCE: This insurance shall automatically terminate without notice to you:

On the date your **Rental Agreement** is terminated;

On the first day the Insured fails to pay the **Premium** in full for this insurance by the Insured's monthly anniversary day; or

As provided in the Cancellation clause shown below.

Premium for the month of termination is fully earned and there shall be no return **Premium** due to the Insured for such month.

VALUATION: The value of the property will be determined at the time of loss and will be the least of the following amounts:

The actual cash value of that property;

The cost of reasonably restoring that property to the condition immediately before loss; or

The cost of replacing that property of like kind and quality.

DUTIES YOU HAVE AFTER A LOSS: You will give prompt notice to us at site location and to our authorized representative and in case of burglary also to the police. The notice should include:

How, when and where the loss occurred;

The property involved and your interest in it; and

The names and addresses of any witnesses.

IF YOU HAVE A LOSS: Write or telephone:

Cornerstone Insurance Producers - TI

425 N. Prince St., Suite 101

Lancaster, PA 17603

Phone # 800-792-0345

CONCEALMENT, MISREPRESENTATION AND FRAUD: If you commit fraud by intentionally concealing or misrepresenting a material fact concerning the insurance evidenced by this Certificate, covered property or your interest in the covered property, you will void your insurance under this policy and be subject to prosecution.

EXAMINATION UNDER OATH: Before recovering for any loss, if requested, you:

Will permit us to inspect the damaged property before it is disposed of or repaired;

Will send us a sworn statement of loss containing the information we request to settle your claim within 60 days of our request;

Will agree to examinations under oath at our request;

Will produce others for examination under oath at our request;

Will provide us with all pertinent records needed to prove the loss; and

Will cooperate with us in the investigation or settlement of the loss.

APPRAISAL: If you and we do not agree as to the amount of loss, then you and we will select a competent appraiser upon receiving a written request from the other. The appraisers will select an umpire. If they do not agree on an umpire, the appraisers will ask a judge of a court of record of the state in which the appraisal is pending to make the selection. The written agreement of any two will be binding and set the amount of loss. You will pay the expense of your appraiser and we will pay for ours. You and we will share equally the expense of the umpire and the other expenses of the appraisal.

LOSS PAYMENT/OTHER RECOVERIES: We will pay or make good any insured loss under the insurance evidenced by this certificate within 30 days after we reach agreement with you, the entry of final judgment or the filing of an arbitration award, whichever is earlier. We will not be liable for any part of a loss which has been paid or made good by others.

LEGAL ACTION AGAINST US: No one may bring legal action against us unless:

There has been full compliance with all terms of the insurance evidenced by this certificate; and

Such action is brought within two years after you first have knowledge of a loss.

TRANSFER RIGHTS OF RECOVERY AGAINST OTHERS TO US: If any person or organization to or from whom we make payment under the insurance evidenced by this certificate has a right to recover damages from another, that right must be transferred to us. That person or organization must do everything necessary to assist us, and must do nothing after the loss to hinder us in our recovery.

PAIR, SET OR PARTS:

Pair or Set. In case of loss to any part of a pair or set we may:

Repair or replace any part to restore the pair or set to its valuation before the loss; or

Pay the difference between the valuation of the pair or set before and after the loss.

Parts. In case of loss to any part of covered property, consisting of several parts when complete, we will pay only for the valuation of the lost or damaged part.

OPTIONAL ARBITRATION: Except for decisions made under the appraisal condition, in the event you and we fail to agree as to the interpretation or applicability of any of the terms of our Insurance, you may elect to resolve the disagreement by binding arbitration in accordance with the statutory rules and procedures of the state in which the property is located or in accordance with the Commercial Arbitration Rules of the American Arbitration Association. This option is granted to you subject to the following terms and conditions:

Any arbitration instituted to determine coverage for a specific loss must be started within one year after the **Occurrence** causing loss or damage. This optional arbitration clause is intended to grant an additional right to you. All other terms and conditions of this contract remain the same, and no rights or duties of yours or ours shall be diminished or negated by reason of this clause or exercise of this option.

CANCELLATION: The insurance evidenced by this Certificate may be canceled at any time by you, upon providing advanced notice in writing to us or to your facility management. Facility Management will send notice to your address shown on the **Rental Agreement** prior to the effective date of cancellation of this certificate. The insurance evidenced by this policy shall automatically terminate in event of non-payment or partial payment of **Premium** as provided above without further notice to you. **Premium** for the month of cancellation is fully earned and there shall be no return **Premium** due you for such month. If any part of this paragraph is in conflict with specific state requirements the state requirements will apply.

CHANGES: This Certificate and the Master Policy contains agreements between you and us concerning the insurance afforded. This policy's terms can be amended or waived only by endorsement issued by us and made a part of the Master Policy.

SAMPLE