

## CERTIFICATE OF STORAGE INSURANCE

### OCCIDENTAL FIRE & CASUALTY COMPANY OF NORTH CAROLINA CUSTOMER PROTECTION PLAN UNDER MASTER POLICY NUMBER: IM00002000

This is to certify that the undersigned has arranged insurance as hereinafter specified and underwritten by Occidental Fire & Casualty Company of North Carolina

#### 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 "Application For or Rejection of Insurance under the Customer Protection Plan" form you completed.

**AMOUNT OF INSURANCE** – means the amount of insurance that you designated by your initials in the application for coverage.

**PREMIUM** – means the amount shown in the insurance application as premium for your insurance.

**INSURING AGREEMENT:** We will provide insurance under The Master Policy in consideration of your payment of the premium shown in the Insurance Application.

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

**PROPERTY INSURED:** We cover your personal property or the personal property of others for which you may be liable or have assumed liability prior to a loss: 1) while in storage within the enclosed storage space described in the Rental Agreement; or 2) while stored in a securely enclosed and locked vehicle or trailer and parked in a designated parking space. Vehicle, trailer and parking space are as described in the Rental Agreement. Vehicle or trailer will not be covered for any type of loss or damage, this coverage applies only to personal property securely stored inside a vehicle or trailer.

**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.

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| a) Fire or Lightning                               | i) Vandalism or Malicious Mischief   |
| b) Windstorm or Hail                               | j) Falling objects, provided the exterior of the building containing the property is first damaged by such falling objects           |
| c) Explosion or Sonic Boom                         | k) Weight of Ice, Snow or Sleet  |
| d) Strikes, Riot or Civil Commotion                | l) Collapse of Buildings containing the property insured, other than by earthquake   |
| e) Aircraft, Self-propelled Missiles or Spacecraft | m) Water Damage except as excluded under Paragraphs (b) and (c) "Exclusions"   |
| f) Vehicles  | n) Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not |
| g) Smoke   |  |
| h) Landslide, including sink hole 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 for each insured 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.

**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.

**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 50 miles of the described storage facility. There is no coverage for damage to a motor vehicle or trailer in transit.

**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.

**VERMIN (RODENTS AND INSECT PESTS):** 100% of the amount of insurance for each insured loss by damage from vermin. This additional coverage only applies when no food or food residue is stored within the storage unit or if the vermin are not brought in to the storage unit by the storage unit tenant.

**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 and explosives.
- b) Against loss or damage caused by or resulting from wear and tear, gradual deterioration, maintenance, inherent vice, latent defect, vermin (moths, insects, rodents), mold, mildew, wet or dry rot, atmospheric condition and /or changes in temperature, delay, loss of use or loss of market. Exclusion for vermin applies only if food or food residue was stored in storage unit or if tenant brought vermin on to the insured premises.
- c) Against loss or damage caused by, resulting from, contributing to or aggravated by earthquake, 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.

**TERMINATION OF INSURANCE:** This insurance shall automatically terminate without notice to you:  
On the date your Rental Agreement is terminated;  
On the first day you fail to pay the premium in full for this insurance by the monthly anniversary day, or  
As provided in the Cancellation clause shown below.

**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.

**OTHER INSURANCE:** If a loss is also covered by other insurance, we will pay only the proportion of the loss that this amount of insurance bears to the total amount of insurance covering the loss.

**DUTIES YOU HAVE AFTER A LOSS:** You will give prompt notice to Site Manager at site location and to our authorized representative, listed below, 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:	ESIS, Inc.,	Phone # 877-326-3824
	Telephone, write or fax:	PO Box 5127	(New claim reporting)
Or email to:	<a href="mailto:ESStorageclaims@tnwinc.com">ESStorageclaims@tnwinc.com</a>	Scranton, PA 18505	
or on-line at:	<a href="https://www.ESSStorageclaims.com">https://www.ESSStorageclaims.com</a>		

**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 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 Beecher Carlson Insurance Services LLC. Beecher Carlson 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.