

NEW MEXICO CERTIFICATE OF SELF-STORAGE TENANT INSURANCE

Master Policy # **SS-CIM-01219-0027353**

NOTICE: THIS CERTIFICATE OF INSURANCE MAY PROVIDE A DUPLICATION OF COVERAGE ALREADY PROVIDED BY AN EXISTING POLICY OF INSURANCE.

This Certificate of Self-Storage Tenant Insurance (hereinafter "Certificate") provides evidence of coverage under Master Policy # SS-CIM-01219-0027353 (hereinafter "Policy"). Various provisions in this Certificate restrict coverage. Read the entire Certificate carefully to determine rights, duties, and what is and is not covered. In this Certificate, the person who is named as a tenant in the **Rental Agreement** and has elected insurance coverage under this Certificate will be referred to as "you" and "your". The words "we," "us" and "our" refer to the Company providing this insurance. Other words and phrases that appear in **bold type** have special meaning. Refer to the **DEFINITIONS** section at the end of this Certificate.

INSURING AGREEMENT: We will provide insurance under this Certificate in consideration of your payment of the **Premium** shown in the **Rental Agreement**. The most we will pay is the **Amount of Insurance** shown in the **Rental Agreement**, in excess of the \$100 deductible. We will not pay more than the **Amount of Insurance** per occurrence for all insured property while in storage within the enclosed storage space described in the **Rental Agreement**. For the purpose of identification and reference, the printed number on your **Rental Agreement** is deemed to be the Certificate Number assigned to this Certificate.

CERTIFICATE PERIOD: The insurance coverage will become effective under this Certificate immediately upon completion of the application in the **Rental Agreement** and payment of the **Premium**. The insurance attaches from such time until the termination of the **Rental Agreement** between you and the **Owner**, or when cancelled or nonrenewed as provided herein.

PROPERTY INSURED: The personal property insured under this Certificate consists of your personal property while in storage within the enclosed storage space described in the **Rental Agreement**. We will also cover the personal property of others for which you may be liable or have assumed liability prior to a loss while in storage within the enclosed storage space described in the **Rental Agreement**. However, we will not cover the property of **Owner** whether it is within or outside such enclosed storage space.

COVERED CAUSES OF LOSS: We cover direct physical loss to property insured only while within the enclosed storage space and caused by the following:

1. Fire.
2. Lightning.
3. Windstorm or Hail, but not including: Windstorm or Hail, but not including: (a) Frost or cold weather; (b) Ice (other than hail), snow or sleet, whether driven by wind or not; or (c) Loss or damage to the interior of any building or structure, or the property inside the building or structure, caused by rain, snow, sand or dust, whether driven by wind or not, unless the building or structure first sustains wind or hail damage to its roof or walls through which the rain, snow, sand or dust enters.
4. Explosion or Sonic Boom.
5. Riot or Civil Commotion, including: (a) Acts of striking employees; and (b) Looting occurring at the time and place of a riot or civil commotion.
6. Aircraft or Vehicles, meaning only physical contact of an aircraft, a spacecraft, a self-propelled missile, a vehicle or an object thrown up by a vehicle with the property insured or with the building or structure containing the property insured. This cause of loss includes loss or damage by objects falling from aircraft.
7. Smoke causing sudden and accidental loss or damage.
8. Vandalism, meaning willful and malicious damage to, or destruction of, the described property.
9. Falling Objects provided the exterior of the building containing the property is first damaged by such falling objects.
10. Weight of Ice, Snow or Sleet.
11. Water Damage except as excluded under subparagraphs 2.b., 2.c., 2.d. and 2.e. in **EXCLUSIONS**.
12. Sinkhole Collapse, meaning loss or damage caused by the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. This cause of loss does not include: (a) The cost of filling sinkholes; or (b) Sinking or collapse of land into man-made underground cavities.
13. Collapse of Buildings containing the property, other than by earthquake.

ADDITIONAL COVERAGES: We will also provide these additional coverages up to the amounts stated below, subject to the \$100 Deductible. These additional coverages do not increase the **Amount of Insurance**.

1. **Burglary:** We will pay up to 100% of the **Amount of Insurance** for loss by Burglary. The term Burglary means the act of stealing property by forcible entry into the storage space described in the **Rental Agreement**, and must be evidenced by signs of forced entry. However, this coverage only applies when such storage space is securely locked at the time of the forcible entry, and does not apply to the lien enforcement procedures by the **Owner**. A missing lock, or the presence of a lock different than the lock placed by you on the storage space, is not sufficient, standing alone, to establish forcible entry. In the event of a burglary claim, you will bear the burden of proof to establish that a burglary has occurred.
2. **Debris Removal:** We will pay your reasonable expense to remove debris of property insured caused by or resulting from a covered cause of loss up to 20% of the Amount of Insurance.
3. **Transit:** We will pay up to 100% of the **Amount of Insurance** 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 facility, provided such transit is within 100 miles of the described storage facility.
4. **Extra Rental Expense:** We will pay up to 20% of the Amount of Insurance to cover the reasonable 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 direct physical loss or damage to the storage space as a result of a covered cause of loss.
5. **Vermin:** We will pay up to \$500 under this Certificate to cover damage by Vermin to insured property while in the enclosed storage space. The term Vermin is defined as various small animals, including but not limited to rodents, and/or insects that are destructive. Coverage is excluded when any food, food product, or ingestible, including but not limited to non-perishable canned or bottled goods, is stored in the enclosed storage space with the insured property.
6. **Fungus:** We will pay up to \$500 under this Certificate for direct physical loss or damage caused by the presence, growth, proliferation, spread or any activity of fungus (including mold or mildew and any mycotoxins, spores, scents or by-products produced or released by fungi), wet or dry rot or bacteria to insured property while in the enclosed storage space.

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DEDUCTIBLE: We will not pay for loss until the amount of the loss exceeds the Deductible amount of \$100. We will pay the amount of the loss in excess of the Deductible up to the applicable **Amount of Insurance**.

EXCLUSIONS:

1. Property insured does not include

- a. Money, bank notes, bullion, gold, goldware, silver, silverware, silver-plated or gold-plated ware, platinum, coins, medals, securities, accounts, deeds, evidences of debt, letters of credit, traveler checks, registered checks, money orders, tokens, notes other than bank notes, manuscripts, personal records, passports, tickets, stamps, and negotiable and non-negotiable instruments or contracts representing money. This exclusion applies to these categories regardless of the medium (such as paper or computer software) on which the material exists.
- b. Animals;
- c. Jewelry, watches, semi-precious/precious stones, and furs;
- d. Broken glass or similar fragile articles;
- e. Contraband, explosives, firearms or ammunition, or property in the course of illegal transportation or trade;
- f. Valuable papers and records, including those which exist as electronic data and photographs;
- g. Property in units in which the **Owner** has begun lien enforcement procedures;
- h. Property not placed within the enclosed storage space described in the **Rental Agreement** (except as provided under Paragraph 3. **Transit of ADDITIONAL COVERAGES**).

2. We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss:

- a. Wear and tear, gradual deterioration, decay, inherent vice, latent defect, vermin (except as provided under Paragraph 5. **Vermin of ADDITIONAL COVERAGES**).
- b. Presence, growth, proliferation, spread or any activity of fungus (including mold or mildew and any mycotoxins, spores, scents or by-products produced or released by fungi), wet or dry rot or bacteria (except as provided under Paragraph 6. **Fungus of ADDITIONAL COVERAGES**). This exclusion does not apply to mildew, fungus, wet or dry rot that results from fire or lightning.
- c. Atmospheric condition or changes in temperature.
- d. Loss of use or loss of market.
- e. Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not.
- f. Earthquake, including any earth sinking, rising or shifting related to such event. But if earthquake results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion.
- g. War, including undeclared or civil war, or warlike action by a military force, including action in hindering, or defending against an actual, or expected attack, by any government, sovereign or other authority using military personnel or naval or other agents.
- h. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering, or defending against any of these.
- i. Nuclear reaction or radiation, or radioactive contamination, however caused. But if nuclear reaction or radiation, or radioactive contamination, results in fire, we will pay for the loss or damage caused by that fire.
- j. Intentional loss, meaning any loss arising out of any act an insured commits or conspires to commit with the intent to cause a loss.
- k. Seizure or destruction of property by order of governmental authority. But we will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread, if the fire would be covered under this Certificate.
- l. Theft and mysterious disappearance.

VALUATION: The value of the insured property will be determined at the time of the loss or damage and will be the least of the following amounts: (1) The actual cash value of the insured property; (2) The cost of repairs to the insured property; (3) The cost of replacing the insured property with other property of like kind and quality.

PAIR, SET OR PARTS: (1) In case of loss to any part of a pair or set we may: (a) repair or replace any part to restore the pair or set to its valuation before the loss; or (b) pay the difference between the actual cash value of the pair or set before and after the loss. (2) 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.

OTHER INSURANCE: If a loss covered by this Certificate is also covered by other insurance this insurance shall be primary over any other valid and collectible insurance available to you, unless elected otherwise by you.

DUTIES IN THE EVENT OF LOSS OR DAMAGE: You must do the following in the event of loss or damage to the insured property: (1) Safeguard your property from further damage. (2) Notify the police if a law has been broken. (3) Give us or an authorized claim representative prompt notice of the loss or damage. Include a description of the property involved and demonstrate your interest in the property involved by providing evidence of such interest that may include, but is not limited to, original or reprinted store receipts, pictures, original owner's manuals, repair invoices, credit card or bank statements, or a sworn statement describing your interest in the property. (4) Give us a description of how, when and where the loss or damage occurred, including the names, addresses and telephone numbers of any witnesses. (5) Provide us with all pertinent records needed to prove the loss. (6) Cooperate with us in the investigation or settlement of the loss; and (7) Permit us to inspect the damaged property before it is disposed of or repaired. Send us a signed, sworn proof of loss containing the information we request to settle the claim. The insured must do this within 91 days after our request. We will supply the insured with the necessary forms.

TO REPORT A CLAIM: To report a claim, please go to www.safelease.com/claims.

CONCEALMENT, MISREPRESENTATION AND FRAUD: This policy is void if it is shown at trial that there was a fraudulent act, intentional concealment or misrepresentation of a material fact by you, your representative, or the insured, at any time, concerning: (1) his policy; (2) he insured property; or (3) he insured's interest in the insured property.

EXAMINATION UNDER OATH: (1) Before recovering for any loss, if requested you will: (a) Agree to examinations under oath at our request; (b) Produce others for examination under oath at our request. (2) If an examination under oath is requested and the person being examined is a minor, a parent or guardian may be present during the examination.

APPRAISAL: (1) If you and we disagree on the value of the property or the amount of loss, either may make written demand, within 60 days after our receipt of a signed, sworn proof of loss, for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree for 15 days upon such umpire, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their difference to the umpire. A decision agreed to by any two will be binding. Each party will: (a) Pay its chosen appraiser; and (b) Bear the other expenses of the appraisal and umpire equally. (2) If there is an appraisal: (a) The insured will still retain their right to bring a legal action against us, subject to the provisions of the Legal Action Against Us condition; and (b) We will still retain our right to deny the claim.

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LOSS PAYMENT, OTHER RECOVERIES: (1) Within 15 days after we receive written notice of claim, we will: (a) Acknowledge receipt of the claim. If we do not acknowledge receipt of the claim in writing, we will keep a record of the date, method and content of the acknowledgment; (b) Begin any investigation of the claim; and (c) Request a signed, sworn proof of loss, specify the information the insured must provide and supply the insured with the necessary forms. We may request more information at a later date, if during the investigation of the claim such additional information is necessary. (2) We will notify the insured in writing as to whether: (a) The claim or part of the claim will be paid; (b) The claim or part of the claim has been denied, and inform the insured of the reasons for denial; (c) More information is necessary; or (d) We need additional time to reach a decision. If we need additional time, we will inform the insured of the reasons for such need. We will provide notification, as described in Paragraphs (2)(a) through (2)(d), within: (i) 15 business days after we receive the signed, sworn proof of loss and all information we requested; or (ii) 30 days after we receive the signed, sworn proof of loss and all information we requested, if we have reason to believe the loss resulted from arson. If we have notified the insured that we need additional time to reach a decision, we must then either approve or deny the claim within 45 days of such notice. (3) We will pay for covered loss or damage within 5 business days after: (a) We have notified the insured that payment of the claim or part of the claim will be made and have reached agreement with the insured on the amount of loss; or (b) An appraisal award has been made. However, if payment of the claim or part of the claim is conditioned on the insured's compliance with any of the terms of this insurance, we will make payment within 5 business days after the date the insured has complied with such terms. (c) If a claim results from a weather-related catastrophe or a major natural disaster, the claim handling and claim payment deadlines described above are extended for an additional 15 days. Catastrophe or Major Natural Disaster means a weather related event which is declared a disaster under the Texas Disaster Act of 1975; or (d) Is determined to be a catastrophe by the Texas Department of Insurance. (4) The term "business day", as used in the Loss Payment, Other Recoveries Condition, means a day other than Saturday, Sunday or a holiday recognized by the state of Texas. (5) 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 a legal action against us unless there has been full compliance with all the terms of this insurance and such action is brought within two years and one day from the date the cause of action first accrues. A cause of action accrues on the date of the initial breach of our contractual duties as alleged in the action.

TRANSFER RIGHTS OF RECOVERY AGAINST US: If any person or organization to or for whom we make payment under this insurance has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after the loss to impair them.

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

AUTOMATIC TERMINATION OF CERTIFICATE: The insurance evidenced by this Certificate will automatically terminate without notice to you on the date the **Rental Agreement** between you and the **Owner** is terminated or on the date the **Rental Agreement** is assigned to a new **Owner** or property management company.

CANCELLATION OF CERTIFICATE: (1) The insured may cancel the Certificate of Self-Storage Tenant Insurance by mailing or delivering to us advance written notice of cancellation. (2) We may cancel the Certificate of Self-Storage Tenant Insurance by mailing or delivering to the insured written notice of cancellation at least: (a) 10 days before the effective date of cancellation if we cancel for nonpayment of **Premium**; or (b) 45 days before the effective date of cancellation if we cancel for any other reason. (3) We may cancel the Certificate of Self-Storage Tenant Insurance for any reason except, that under the provisions of the Texas Insurance Code, we may not cancel the Certificate of Self-Storage Tenant Insurance solely because the insured is an elected official. (4) We will mail or deliver our notice to the insured at the address shown in the **Rental Agreement**. (5) Notice of cancellation will state the effective date of cancellation. The Certificate period will end on that date. (6) If the Certificate of Self-Storage Tenant Insurance is cancelled, we will send the insured any **Premium** refund due. In the event of the cancellation of the Certificate of Self-Storage Tenant Insurance by the insured, **Premium** in the amount of the Monthly **Premium** Payment as shown in the **Rental Agreement** shall be fully earned for the Certificate period to which the Monthly **Premium** Payment applies. The cancellation will be effective even if we have not made or offered a refund. (7) If notice is mailed, proof of mailing will be sufficient proof of notice.

CONFORMITY WITH STATE STATUTES: If the terms of this Certificate are in conflict with the laws of the state wherein the Certificate is issued, they are hereby amended to conform to such statutes.

DEFINITIONS: (1) **Owner:** means the owner, landlord or operator of the self-storage facility. (2) **Rental Agreement:** means the Lease **Rental Agreement**, including the Addendum pertaining to storage insurance, executed and in effect between you and the **Owner**. (3) **Amount of Insurance:** means the **Amount of Insurance** that you have designated by your initials in the **Rental Agreement**. (4) **Premium:** means the amount shown in the **Rental Agreement** as the **Premium** for your insurance.

NONRENEWAL OF THE CERTIFICATE: (1) We may decide not to renew the Certificate of Self-Storage Tenant Insurance except, that under the provisions of the Texas Insurance Code, we may not refuse to renew the Certificate of Self-Storage Tenant Insurance solely because the insured is an elected official. (2) If we decide not to renew the Certificate of Self-Storage Tenant Insurance, we will mail or deliver to the insured written notice of nonrenewal at least 30 days before the anniversary date of the Certificate. If notice is mailed, proof of mailing will be sufficient proof of notice.

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