

## ARIZONA CERTIFICATE OF SELF-STORAGE TENANT INSURANCE

Master Policy # SS-CIM-00854-0006927

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-00854-0006927** (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 canceled or non renewed 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: (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.

**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. Earthquakes, including any earth sinking, rising or shifting related to such an event. But if an 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.

**TO REPORT A CLAIM:** To report a claim, please go to [www.safelease.com/claims](http://www.safelease.com/claims).

**CONCEALMENT, MISREPRESENTATION AND FRAUD:** We will not pay for any loss or damage in any case involving misrepresentations, omissions, concealment of facts or incorrect statements: (1) That are fraudulent; (2) That are material either to the acceptance of the risk, or to the hazard assumed by us; and (3) Where, if the true facts had been made known to us as required either by the application for this policy or otherwise, we in good faith would either: (a) Not have issued this policy (b) Not have issued this policy in as large an amount; or (c) Not have provided coverage with respect to the hazard resulting in the loss.

**EXAMINATION UNDER OATH:** Before recovering for any loss, if requested you will: (1) Send us a sworn statement of loss containing the information we request to settle a claim within 60 days of our request; (2) Agree to examinations under oath at our request; (3) Produce others for examination under oath at our request.

**APPRAISAL:** If you and we disagree on the value of the insured property or the amount of the loss, either may make a written demand 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, 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 the loss. If they fail to agree, they will submit their differences to the umpire. A decision by any two will be binding. Each party will: (1) Pay its chosen appraiser; and (2) Bear the other expenses of the appraisal and umpire equally.

**LOSS PAYMENT, OTHER RECOVERIES:** We will pay for covered loss or damage within 30 days after we have reached agreement with you on the amount of the loss, or an appraisal award has been made, or the filing of any arbitration award, whichever is earlier. We will not be liable for any part of a loss which has been paid 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 after the date on which the physical loss or damage occurred.

**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. However, if the Certificate of Self-Storage Tenant Insurance has been in effect for 60 days or more, we may cancel this Certificate of Self-Storage Tenant Insurance only for one or more of the following reasons: (a) Nonpayment of premium; (b) Your conviction of a crime arising out of acts increasing the hazard insured against; (c) Acts or omissions by you or your representative constituting fraud or material misrepresentation in the procurement of this Certificate of Self-Storage Tenant Insurance, in continuing this Certificate of Self-Storage Tenant Insurance or in presenting a claim under this Certificate of Self-Storage Tenant Insurance; (d) Substantial change in the risk assumed, except to the extent that we should have reasonably foreseen the change or contemplated the risk in writing the contract; (e) Substantial breach of contractual duties or conditions; (f) Loss of reinsurance applicable to the risk insured against resulting from termination of treaty or facultative reinsurance initiated by our reinsurer or reinsurers; (g) Determination by the Director of Insurance that the continuation of the Certificate of Self-Storage Tenant Insurance would place us in violation of the insurance laws of this state or would jeopardize our solvency; or (h) Acts or omissions by you or your representative which materially increase the hazard insured against. (3) We will mail or deliver our notice to the insured at the address shown in the "Rental Agreement". (4) Notice of cancellation will state the effective date of cancellation. The policy period will end on that date. (5) If the Certificate of Self-Storage Tenant Insurance is cancelled, we will send the insured any "Premium" refund due. If we cancel, the refund will be pro rata. If the insured cancels, "Premium" shall be fully earned for the monthly Certificate Period to which the "Premium" applies. The cancellation will be effective even if we have not made or offered a refund. (6) 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:** 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 45 days before the expiration date of the Certificate of Self-Storage Tenant Insurance. If notice is mailed, proof of mailing will be sufficient proof of notice.

**RENEWAL OF THE CERTIFICATE:** (1) If we elect to renew this Certificate of Self-Storage Tenant Insurance and the renewal is subject to any of the following: (a) Increase in premium; (b) Change in deductible; (c) Reduction in limits of insurance; or (d) Substantial reduction in coverage; we will mail or deliver written notice of the change(s) to the insured, at the last mailing address known to us, at least 30 days before the

anniversary or expiration date of the Certificate of Self-Storage Tenant Insurance. (2) If renewal is subject to any condition described in (1)(a) – (d), above, and we fail to provide notice 30 days before the anniversary or expiration date of this the Certificate of Self-Storage Tenant Insurance, the following procedures apply: (a) The present Certificate of Self-Storage Tenant Insurance Will remain in effect until the earlier of the following: (i) 30 days after the date of mailing or delivery of the notice; or (ii) The effective date of replacement coverage obtained by the insured. (b) If the insured elects not to renew, any earned premium for the period of extension of the terminated Certificate of Self-Storage Tenant Insurance will be calculated pro rata at the lower of the following rates: (i) The rates applicable to the terminated Certificate of Self-Storage Tenant Insurance; or (ii) The rates presently in effect. (c) If the insured accepts the renewal, the premium increase, if any, and other changes are effective the day following this Certificate of Self-Storage Tenant Insurance’s anniversary or expiration date.