

POLICY TERMS & CONDITIONS

SELF-STORAGE CONTENTS POLICY

Various provisions of this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

The “Insured” means the Lessee and/or owner of the goods and/or the party contractually responsible for the mobile storage unit while leased.

The words, “we,” “us,” and “our” refer to the Company providing this insurance. Other words and phrases that have special meaning, refer to section F. DEFINITIONS.

A. COVERAGE

We will pay the Insured for direct physical Loss to the Covered Property at the premises described in the Declaration and/or Certificate of Insurance or in Transit to or from the insured location, caused by or resulting from any Covered Cause of Loss, occurring during the Policy Period.

1. **Covered Property**, as used in this Policy, means personal and commercial property of the Insured in Storage Units and Mobile Storage Units at the premises described in the Monthly Bordereau, attaching hereto, and/or in Transit to or from the insured location, pursuant to a lease or rental agreement between the Lessor and that Insured. Coverage is extended to Storage Facility entities procuring coverage directly hereunder, as they may have an insurable interest.
2. **Property Not Covered**, Covered Property does not include:
 - a. accounts, bills, currency, data, documents, records, deeds, evidences of debt, money, notes, securities or stamps;
 - b. animals, birds or fish;
 - c. aircraft;
 - d. firearms, ammunition fireworks;
 - e. furs, fur garments and garments trimmed with fur;
 - f. jewellery, watches, precious or semiprecious stones, bullion, gold, gold ware, gold platedware, silver, silverware, platinum or other precious metals or alloys, and photographic equipment;
 - g. property while in the custody of other bailees unless the property is at a premises described in the Declaration and/or Certificate of Insurance attached hereto during the policy term;
 - h. contraband or other property held for, or in the course of, illegal transportation, sale, or trade;
 - i. valuable papers and records, including those which exist as electronic data and photographs;
 - j. property in Storage Units as to which the Lessor have begun lien enforcement actions against the Lessee;
 - k. property outside of Storage Units or containers;
 - l. Vehicles, Trailers, Boats, Watercraft or Recreational Vehicles.

3. Covered Causes of Loss

Covered Causes of Loss means risks of direct physical Loss to Covered Property caused by the following:

- a. Fire, Lightning or Explosion. Smoke.
- b. Sonic Boom.
- c. Windstorm or Hail, but not including:
 - i. Loss or damage to property inside the Storage Unit, caused by rain, snow, sand or dust, whether driven by wind or not, unless the Storage Unit first sustains windstorm or hail damage to its exterior through which the rain, snow, sand or dust enters.
 - ii. Named Wind Storm: The term "Named Windstorm" shall include, but not be limited to, storm, cyclone, typhoon, atmospheric disturbance, depression or other weather phenomenon designated by the US National Hurricane Center and where a name (and not only a number) has been applied.
- d. 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 Covered Property or with the Storage Unit containing Covered Property.
- e. Riot or Civil Commotion, including:
 - i. acts of striking employees while occupying the premises described in the Declaration and/or Certificate of Insurance attached hereto during the policy term; and
 - ii. looting occurring at the time and place of a riot or civil commotion.
- f. Vandalism, meaning wilful and malicious damage to, or destruction of, Covered Property at the premises described in the Declaration and/or Certificate of Insurance.
- g. Sinkhole Collapse, meaning the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite.
- h. Falling Objects
But this Cause of Loss does not include Loss or damage to:
 - (a) Covered Property outside Storage Units; or
 - (b) Covered Property Inside a Storage Unit, unless the outside of the Storage Unit is first damaged by a falling object.
- i. Weight of Snow, Ice or Sleet
But we will not pay for Loss or damage to Covered Property outside of a Storage Unit.
- j. Water Damage, meaning sudden and accidental discharge or leakage of water
But this Cause of Loss does not include Loss or damage to:
 - (a) Covered Property outside Storage Units; or
 - (b) Covered Property Inside a Storage Unit, unless as the direct result of sudden or accidental damage to its exterior through which the water enters.
- k. Mold, Fungus, Rodent or Vermin damage; However, Insurers reserve the right to provide coverage, which is limited to a maximum of \$500.

4. Additional Coverages

a. Burglary

We will pay for direct physical Loss to Covered Property resulting from a Burglary. Burglary means the unlawful taking of property from inside of a Storage Unit by a person unlawfully entering or leaving the Storage Unit as evidenced by marks of forcible entry or exit and further evidenced by a Police Report.

This Additional Coverage does not increase the Limits of Insurance shown elsewhere in the Policy.

b. Property in Transit

We will pay for direct physical Loss to Covered Property whilst in transit by road and/or rail and within 100 miles of the premises described in the Declaration and/or Certificate of Insurance attached hereto during the policy term and being transported to or from those described premises at the time of the Loss, including during loading and unloading, but only if that Loss is caused by or results from one of the following Causes of Loss:

- (1) Fire, lightning, explosion, windstorm or hail, riot or civil commotion, or vandalism.

- (2) Vehicle collision or upset or overturn of a vehicle upon which Covered Property is being transported. Collision means accidental contact of a vehicle with another vehicle or object; it does not mean a vehicle's contact with the roadbed.
- (3) Dropping and damage caused by/whilst loading and unloading.
- (4) Theft of an entire Storage Unit.
- (5) Burglary, as defined in (a) above.

Voyages over 100 miles, or "Long Distance Transit (LDT)", may be covered but subject to Insurers' agreement and additional premium.

This Additional Coverage does not increase the Limits of Insurance shown elsewhere in the Policy.

c Collapse

The coverage provided under this Additional Coverage applies only to an abrupt collapse as described and limited in c (1) through c (2).

- (1) For the purpose of this Additional Coverage, abrupt collapse means an abrupt falling down or caving in of a Storage Unit with the result that Storage Unit or part of the Storage Unit cannot be occupied for its intended purpose.
- (2) We will pay for direct physical Loss to an Insured's Covered Property, caused by abrupt collapse of a Storage Unit or any part of a Storage Unit that contains the Covered Property at the premises described in the Declaration and/or Certificate of Insurance attached hereto during the policy term, or in Transit, if such collapse is caused by one or more of the following:
 - (a) Fire or Lightning; Sonic Boom; Explosion; Windstorm or Hail; Smoke; Aircraft or Vehicles; Riot or Civil Commotion; Vandalism; Sinkhole Collapse; Falling Objects; Weight of Snow, Ice or Sleet; or Water Damage; but only as, and to the extent that, those Covered Causes of Loss are insured against in this Coverage Part;
 - (b) building decay that is hidden from view, unless the presence of such decay was known to the Insured prior to collapse;
 - (c) insect or vermin damage that is hidden from view, unless the presence of such damage was known to the Insured prior to collapse;
 - (d) weight of people or personal property, unless such weight exceeds that recommended by building codes;
 - (e) weight of rain that collects on a roof;
 - (f) use of defective material or methods in construction, remodeling or renovation, if the abrupt collapse occurs during the course of that construction, remodeling or renovation. However, if such collapse occurs after the construction, remodeling or renovation is complete and is caused in part by a cause of listed in (2)(a) through (2)(e), we will pay for the direct physical Loss even if use of defective material or methods, in construction, remodeling or renovation, contributes to the collapse.

This additional coverage does not increase the Limits of Insurance shown elsewhere in this Policy.

This Additional Coverage - Collapse does not limit the coverage otherwise provided under this Policy for the Covered Causes of Loss listed in (2) (a).

d Damaged Property Removal

We will provide up to \$100 coverage for removal and disposal of damaged property in the event of a covered loss;

This additional coverage does not increase the Limits of Insurance shown elsewhere in this Policy.

e Replacement Lock

We will cover up to \$25 for a replacement lock in the event the lock registered on the enrolment form and/or lease agreement is damaged and not usable.

This additional coverage does not increase the Limits of Insurance shown elsewhere in this Policy.

f Rental Charges

The most that will be paid under this additional coverage is up to 2 months of the paid rental charges for your unit in the event you suffer a loss to your property by a Covered Cause of Loss.

This Additional Coverage does not increase the Limits of Insurance shown elsewhere in the Policy.

g Physical Damage to Mobile Storage Containers (Damage Waiver)

If coverage is elected, and for an additional premium, we will pay per occurrence for direct physical damage to Mobile Storage Containers **up to the amounts shown on the Declaration and/or Certificate of Insurance for the specific lease.**

- a) Available limits of up to \$3,500 per occurrence for direct physical damage to a Mobile Storage Containers 8x20 or Smaller
- b) Available limits of up to \$7,000 per occurrence for Mobile Storage Containers larger than 8x20

But only where the Insured and/or Lessor is legally responsible for the damage, subject to the terms and conditions of this policy. Any amount payable will be paid directly to the Mobile Storage Unit Lessor.

Exclusions – we will not pay for wear, tear or other cosmetic damage to the mobile storage unit unless the structural integrity, inclusive of the ability to seal the unit, is compromised.

This additional coverage does not increase the Limits of Insurance shown elsewhere in this Policy.

B. EXCLUSIONS

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

a. Governmental Action

Seizure or destruction of property by order of governmental authority.

But we will pay for acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread, if direct physical Loss caused by that fire would be covered under this Policy.

b. Nuclear Hazard

- (1) Any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination from any other cause.

But if (1) or (2) causes a fire, we will pay for direct Loss caused by that fire if that Loss would otherwise be covered under this Policy.

c. War and Military Action

- (1) War; including undeclared or civil war;
- (2) 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 other agents; or
- (3) insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

d. Earth Movement

- (1) Any earth movement such as an earthquake, landslide, or earth sinking, rising or shifting. But if direct physical Loss or damage by fire or explosion results from such earth movement, we will pay for Loss caused by that fire or explosion if that Loss would otherwise be covered under this Policy.
- (2) Volcanic eruption, explosion or effusion. But if direct physical Loss by fire from volcanic action results, we will pay for such resulting Loss. Loss by volcanic action means direct Loss resulting from the eruption of a volcano when the Loss is caused by:
 - a) airborne volcanic blast or airborne shock waves;
 - b) ash, dust or particulate matter; or
 - c) lava flow.

But Loss by volcanic action does not include any cost to remove ash, dust or particulate matter that does not cause direct physical Loss to the described property.

All volcanic eruptions that occur within any one continuous 168-hour period will constitute a single occurrence.

This exclusion B.1.d. applies whether the Loss arises from man-made or natural forces.

e. Named Windstorm

The term "Named Windstorm" shall include, but not be limited to, storm, cyclone, typhoon, atmospheric disturbance, depression or other weather phenomenon designated by the US National Hurricane Center and where a name (and not only a

number) has been applied.

f. Water

- (1) Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not;
- (2) mudslide or mudflow;

But if direct physical Loss by fire or explosion results, we will pay for such resulting Loss if that resulting Loss would otherwise be covered under this Policy.

This exclusion B.1.f. applies whether the Loss arises from man-made or natural forces.

g. Storage, handling or transportation of flammable or combustible agents.

Exclusions B.1.a. through B.1.g. apply whether or not the event causing the Loss results in widespread damage or affects a widespread area.

2. We will not pay for Loss caused by, resulting from, or consisting of any of the following:

- a. Delay, loss of use, loss of market or any other consequential loss.
- b. Dishonest acts by:
 - (1) the Insured or any of their employees (including leased employees), partners, members, trustees, officers or authorized representatives;
 - (2) anyone else with an interest in the property, or their employees or authorized representatives;
 - (3) anyone else (other than an Insurer for hire) to whom the Insured entrust the property.

This exclusion applies whether or not such persons are acting alone or in collusion with other persons, and whether or not such acts occur during the hours of employment

This exclusion does not apply to acts of involuntary/accidental destruction by the Lessor's employees (including leased employees).

- c. Shortage found upon taking inventory, unexplained Loss, or mysterious disappearance.
- d. Processing or work performed on Covered Property. This insurance excludes physical loss or damage to the Covered Property whilst the goods insured are under a manufacturing, assembly, modification or testing process or otherwise being worked upon, howsoever caused.
- e. Artificially generated electric current creating an electric disturbance (including arcing) within Covered Property. But we will pay for direct physical Loss caused by a resulting fire or explosion if that Loss would otherwise be covered under this Policy.
- f. Rain, snow, sleet, ice, hail or dust, (whether or not driven by wind) to property in the open or not in a fully enclosed Storage Unit.
- g. The cost to research, replace or restore converted data, programs, or instructions, used in any data processing operation, including the media or materials on which the data, programs, or instructions are recorded.

3. We will not pay for a Loss caused by or resulting from any of the following. But if direct physical Loss by a Covered Cause of Loss results, we will pay for that resulting Loss if that Loss would otherwise be covered under this Policy,
- a. Weather conditions. But this exclusion applies only if weather conditions contribute in anyway with a cause or event excluded in paragraph B.1. above to produce the Loss.
 - b. Wear and tear, any quality in the property that causes it to damage or destroy itself, or gradual deterioration.
 - c. Inherent vice [including but not limited to deterioration, decay, and/or spoilage] of the Covered Property.
 - d. Mechanical breakdown or failure of Covered Property;
 - e. Faulty, inadequate or defective design, specifications, workmanship, repair, materials, or maintenance of Covered Property.

C. LIMITS OF INSURANCE

The most we will pay each Insured/Lessee for all Loss of "Covered Property" caused by or resulting from any one "occurrence" at any one Storage Unit is the **applicable Limit of Insurance shown in the Declaration and/or Certificate of Insurance for that Storage Unit being leased.**

D. DEDUCTIBLES

The Deductible amount is **the applicable Deductible shown in the Declaration and/or Certificate of Insurance for that Storage Unit being leased.**

The Deductible applies separately to any one of the covered Storage Units resulting from any one "occurrence". We will not pay for Loss at or within a covered Storage Unit until the amount of Loss at or within that covered Storage Unit, as a result of a single "occurrence", exceeds that Deductible amount. We will pay only the amount of the adjusted Loss that is in excess of the Deductible amount, up to the applicable Limit of Insurance.

E. 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.

F. COVERAGE TERRITORY

This insurance applies to Covered Property at any premises that is both described in the Declaration and/or Certificate of Insurance and is located within United States of America.

It is understood and agreed that these Assurers shall not provide cover nor 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 these Assurers 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.

G. CANCELLATION

- a) An Insured/Lessee may cancel this Policy as to that Insured, or as to that Insureds Storage Unit by mailing or delivering to The Lessor written notice of cancellation, stating when thereafter the cancellation shall be effective.
- b) We may cancel this insurance at any time with respect to anyone or more particular Insureds, or any one or more particular Storage Unit, by mailing or delivering written notice of such a cancellation, stating when the cancellation will be effective. We will mail or deliver such notice to the Lessor shown in the Declaration and/or Certificate of Insurance at least:

- (1) ten (10) days before the effective date of cancellation, If we cancel for materialmisrepresentation or non-payment of premium; or
- (2) thirty (30) days before the effective date of cancellation if we cancel for any otherreason.

- c) If We Do Not Renew:

- (1) We may elect not to renew this Policy, but to let it expire as a whole. If we decide not to renew this Policy, we shall mail or deliver written notice of that decision to the Lessor at least ninety (30) days before the expiration of the policy period shown in the Declaration and/or Certificate of Insurance.

The Lessor is authorized to act on behalf of all Insureds in receiving any such notice of nonrenewal we may give. We will mail or deliver our notice directly to the Lessee, or at our option to the Lessor's most recent mailing address known to us. If such notice is mailed to Lessor, proof of that mailing will constitute sufficient proof of notice to the Lessee.

- (2) We may elect not to renew this insurance as to one or more particular storage unit or mobile storage unit lessees or storage units or mobile storage units at premises shown in the Declaration and/or Certificate of Insurance, but to let it expire as to those storage unit or mobile storage unit lessees or storage units or mobile storage units. If we decide not to renew this insurance as to one or more particular storage unit operator, or mobile storage unit lessees, or storage units, or mobile storage units we shall mail or deliver written notice of that decision to the Lessor, or at our option to the Agent of Record, as listed in Declaration and/or Certificate of Insurance, for each affected Insured at least thirty (30) days before the expiration of the policy period shown in the Declaration and/or Certificate of Insurance.

The Lessor is authorized to act on behalf of all Insureds in receiving any such notice of cancellation or nonrenewal we may give. We will mail or deliver our notice directly to the Lessor's most recent mailing address known to us, or at our option to the Agent of Record. If such notice is mailed to Agent of Record, proof of that mailing will constitute sufficient proof of notice to the Lessee and Lessor.

H. DEFINITIONS

"Loss" means accidental loss or damage.

"Storage Unit" means any leased Storage Unit and/or Mobile Storage Container/Unit, inclusive of Mobile Offices and Mobile Trailers.

"Mobile Office" means 20 or 40 foot containers converted to a portable office.

"Mobile Storage Trailer" means a trailer unit of 28 to 57 feet that is towed to a site and parked and locked and used as long-term storage.

"Pollutant" means any solid liquid, gaseous or thermal irritant or contaminant, including smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

"Occurrence" means the sum of all individual losses or series of individual losses resulting from or arising out of and directly occasioned by any one insured event regardless of the number of locations affected. Occurrence so defined shall be limited to 72 consecutive hours and within the limits of one city, town or village as regards riots, civil commotions and vandalism.

The Insured may choose the date and time when any such period of consecutive hours commences and if any event is of greater duration than the above period, the Insured may divide that event into two or more "occurrences" provided no two periods overlap and provided no period commences earlier than the date and time of the happening of the first recorded individual loss to the Insured in that event during the Policy Period.

I. BROKER RESPONSIBLE FOR COMPLIANCE, TAX, AND SURPLUS LINES FILINGS

Your policy may be subject to Local Taxes not evident at the time of placing or configuring cover and therefore these terms will be net of any such taxes. Where such taxes, collecting and filings, and any other associated fees are payable by the Assured directly or through the Producing Broker, this will be the responsibility of said parties. **SafeLease Insurance Services LLC shall therefore be responsible for compliance with Surplus Lines Taxes, Fees, and Filings.** The terms and conditions offered hereunder may differ from the applicant's prior policy or from what the broker or agent has requested on the submission.

SEEPAGE AND/OR POLLUTION AND/OR CONTAMINATION EXCLUSION U.S.A.

Notwithstanding any provision to the contrary within the Policy of which this Endorsement forms part for within any other Endorsement which forms part of this Policy), this Policy does not insure:

- (a) any loss, damage, cost or expense, or
- (b) any increase in insured loss, damage, cost or expense, or
- (c) any loss, damage, cost, expense, fine or penalty, which is incurred, sustained or imposed by order, direction, instruction or request of, or by any agreement with, any court, government agency or any public, civil or military authority; or threat thereof, (and whether or not as a result of public or private litigation),

which arises from any kind of seepage or any kind of pollution and/or contamination, or threat thereof, whether or not caused by or resulting from a Peril insured, or from steps or measures taken in connection with the avoidance, prevention, abatement, mitigation, remediation, clean-up or removal of such seepage or pollution and/or contamination or threat thereof.

The term 'any kind of seepage or any kind of pollution and/or contamination' as used in this Endorsement includes (but is not limited to):

- (a) seepage of, or pollution and/or contamination by, anything, including but not limited to, any material designated as a 'hazardous substance' by the United States Environmental Protection Agency or as a 'hazardous material' by the United States Department of Transportation, or defined as a 'toxic substance' by the Canadian Environmental Protection Act for the purposes of Part II of that Act, or any substance designated or defined as toxic, dangerous, hazardous or deleterious to persons or the environment under any other Federal, State, Provincial, Municipal or other law, ordinance or regulation; and
- (b) the presence, existence, or release of anything which endangers or threatens to endanger the health, safety or welfare of persons or the environment.

FRAUDULENT CLAUSE

CONCEALMENT, MISREPRESENTATION AND FRAUD This policy is void in any case of fraud by the Insured or its representative, or any person claiming benefit under this policy, as it relates to this policy at any time. It is also void if the Insured, its representative, or any person claiming benefit under this policy at any time intentionally conceals or misrepresents a material fact concerning: 1. This policy; 2. The insured property; or 3. The Insured's interest in the insured property.

SALVAGE

It is a Condition of this Insurance that in the event of loss or damage covered hereunder, the Insurer may, at their option, pay the amount stated under the Limit of Liability in the Schedule or the actual cash value (whichever is the lesser amount), less any applicable deductible, and such payment shall entitle the Insurer to all salvage resulting after such loss or damage.

It is agreed that the Insured shall have first refusal of the bid for salvage.

WAIVER OF SUBROGATION RIGHTS

If any payment is made under this policy, Insurer will thereupon be subrogated to the Insured's rights of recovery in relation thereto. However, Insurer agrees to waive and not exercise such unless the claim has been brought about or contributed to by the dishonest, fraudulent, malicious or criminal act or omission of a Director, Executive Officer, employee or partner of such mortgagee.

SUBJECT OTHERWISE TO THE TERMS CONDITIONS AND EXCLUSIONS OF THIS POLICY.

OFAC/ECONOMIC SANCTIONS VIOLATION EXCLUSION

Whenever coverage, indemnification, or reimbursement provided by this Policy would be in violation of any United States economic or trade sanctions such as, but not limited to, sanctions administered and enforced by the United States Treasury Department's Office of Foreign Asset Control, such coverage shall be NULL AND VOID.

Any coverage relating to or referred to in any certificate or other evidence of insurance issued by any person in violation of United States economic or trade sanctions referred to above shall be NULL AND VOID.

Any claim for loss, damage, cost, liability or expense that would otherwise be recoverable under this Policy, for which the payment would be in violation of United States economic trade sanctions referred to above, shall be NULL AND VOID.

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.

ADVISORY NOTICE TO POLICYHOLDERS U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC")

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declaration page and/or Certificate of Insurance for complete information on the coverages you are provided.

This Policyholder Notice provides information concerning possible impact on your insurance coverage due to the directives issued by OFAC and possibly by the U.S. Department of State. **Please read this Policyholder Notice carefully.**

OFAC of the U.S. Department of Treasury administers and enforces economic and trade sanctions policy on Presidential declarations of "National Emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers

as *Specially Designated Nationals* and *Blocked Persons*. This list can be found on the U.S. Department of Treasury's website (www.treas.gov/ofac)

In accordance with OFAC regulations, or any applicable regulation promulgated by the U.S. Department of State, if it is determined that you or another Insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is identified by OFAC as a *Specially Designated National* or *Blocked Person*, this insurance will be considered a blocked or frozen contract and all provisions of this insurance will be immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, neither payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

TERRORISM RISK INSURANCE ACT (TRIA)

You have elected to purchase coverage for losses arising out of acts of terrorism, as defined in Section 102(1) of the Terrorism Risk Insurance Act, as amended in 2019. The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air Insurers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 80% beginning on January 1, 2020, of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate Insured losses for all insurers exceed \$100 billion, your coverage may be reduced. **The premium charged for this coverage is included the overall premium found in Declaration and/or Certificate of Insurance and does not include any charges for the portion of loss covered by the Federal Government under the Act. Any coverage you purchase for "acts of terrorism" shall expire at 12:00 midnight December 31, 2027, the date on which the TRIA Program is scheduled to terminate, or the expiry date of the policy whichever occurs first, and shall not cover any losses or events which arise after the earlier of these dates.**

AIMU EXTENDED RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE WITH U.S.A. ENDORSEMENT
(March 1, 2003)

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith.

1. In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from:
 - 1.1. ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
 - 1.2. radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
 - 1.3. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
 - 1.4. 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.

RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE (U.S.A. ENDORSEMENT)

This insurance is subject to the Extended Radioactive Contamination Exclusion Clause (March 1, 2003) provided that if fire is an insured peril and where the subject matter insured or, in the case of a reinsurance, the subject matter insured by the original insurance, is within the U.S.A., its islands, onshore territories or possessions

and

a fire arises directly or indirectly from one or more of the causes detailed in Sub-Clauses 1.1, 1.2, and 1.4 of the Extended Radioactive Contamination Exclusion Clause March 1, 2003 any loss or damage arising directly from that fire shall, subject to the provisions of this insurance (reinsurance), be covered, EXCLUDING however any loss damage liability or expense caused by nuclear reaction, nuclear radiation, or radioactive contamination arising directly or indirectly from that fire.

AIMU CHEMICAL, BIOLOGICAL, BIO-CHEMICAL, AND ELECTROMAGNETIC EXCLUSION CLAUSE (March 1, 2003)

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith. In no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to or arising from an actual or threatened act involving a chemical, biological, bio-chemical or electromagnetic weapon, device, agent or material when used in an intentionally hostile manner.

5 POWERS WAR EXCLUSION CLAUSE

In respect of coverage granted under the War risks clause American Institute (AIMU) Clauses (DECEMBER 2, 1993) hereon, the following is to apply:

Where any war risks coverage is provided by Insurer, this insurance excludes loss damage liability or expense arising from the outbreak of war (whether there be a declaration of war or not) between any of the following: United Kingdom, United States of America, France, the Russian Federation, the People's Republic of China.

COMMUNICABLE DISEASE ENDORSEMENT

1. This policy, subject to all applicable terms, conditions and exclusions, covers losses attributable to direct physical loss or physical damage occurring during the period of insurance. Consequently, and notwithstanding any other provision of this policy to the contrary, this policy does not insure any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
2. For the purposes of this endorsement, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:
 - 2.1. for a Communicable Disease, or
 - 2.2. any property insured hereunder that is affected by such Communicable Disease.
3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - 3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - 3.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
 - 3.3. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.
4. This endorsement applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).

All other terms, conditions and exclusions of the policy remain the same.

COMMUNICABLE DISEASE EXCLUSION (CARGO)

It is understood and agreed that with this JC2020-011 Communicable Disease Exclusion (Cargo) is hereto attached, this exclusion being paramount to coverage herein:

1. Notwithstanding any provision to the contrary within this insurance, this insurance does not insure any loss, damage, liability, claim, cost or expense of whatsoever nature caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.
2. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - 2.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - 2.2. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
 - 2.3. the disease, substance or agent can cause or threaten bodily injury, illness, damage to human health, human welfare or property.

MARINE CYBER ENDORSEMENT

It is understood and agreed that the following is attached:

1. Subject only to paragraph 3 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.
2. 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.
3. 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 1 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.

TERMINATION OF TRANSIT CLAUSE (TERRORISM) 2009

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith.

1. Notwithstanding any provision to the contrary contained in the contract of insurance or the Clauses referred to therein, it is agreed that in so far as the contract of insurance covers loss of or damage to the subject-matter insured caused by

Any act of terrorism being an act of any person acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of any government whether or not legally constituted or

any person acting from a political, ideological or religious motive,

such cover is conditional upon the subject-matter insured being in the ordinary course of transit and, in any event, **SHALL TERMINATE:**

either

- 1.1. as per the transit clauses contained within the contract of insurance,

or

- 1.2. on completion of unloading from the carrying vehicle or other conveyance in or at the final warehouse or place of storage at the destination named in the contract of insurance,
- 1.3. on completion of unloading from the carrying vehicle or other conveyance in or at any other warehouse or place of storage, whether prior to or at the destination named in the contract of insurance, which the Assured or their employees elect to use either for storage other than in the ordinary course of transit or for allocation or distribution, or
- 1.4. when the Assured or their employees elect to use any carrying vehicle or other conveyance or any container for storage other than in the ordinary course of transit,

or

- 1.5. in respect of marine transits, on the expiry of 60 days after completion of discharge overside of the subject-matter insured from the overseas vessel at the final port of discharge,
- 1.6. in respect of air transits, on the expiry of 30 days after unloading the subject-matter insured from the aircraft at the final place of discharge,

whichever shall first occur.

2. If the contract of insurance or the Clauses referred to therein specifically provide cover for inland or other further transits following on from storage, or termination as provided for above, cover will re-attach, and continues during the ordinary course of that transit terminating again in accordance with clause 1.

Claims Procedure

To file a CLAIM:

Visit <https://storageprotectors.safelease.com> to start the claims process

Claims Processing Time Disclaimer: *Please be advised that due to administrative and reporting procedures it will take a minimum of 3 days from the date the claim is reported (Date Reported) to the Insurer, for any claim to be adjusted and finalized. Please note that all claims will be opened immediately once all required documentation is received, and our claims team will be in communication with you throughout the process. Coverage type, limit amount purchased, as well as paid premium receipt must be demonstrated at the time of loss.*