# Sample T&C's

### **ENROLLMENT DISCLOSURE SUMMARY OF COVERAGE**

The following summary describes your coverage and contains information about what to do if you have a loss, how claims are filed, how settlement may be made, what conditions are necessary (such as what you have to do and when), and how and when coverage may be terminated or cancelled. **This summary is not an insurance policy.** Contact the Agent shown on the Certificate of Property Insurance with questions relating to this coverage.

**Definitions:** The term 'you' and 'your' refer to the Certificate Holder indicated on the Certificate of Property Insurance. The term 'we' and 'our' refer to the insurance company. The Insurance carrier is Chaucer Insurance Company DAC.

Who is Covered: You as the certificate holder who has purchased coverage under the storage company's Commercial Inland Marine Self Storage and Container Storage Program administered by Carstin Airpark Insurance.

**Coverage Term:** Coverage term is shown on the Certificate of Property Insurance you will receive from the Program Administrator and is provided on a month-to-month basis as long as you pay your premium when due. If you do not pay your premium when due, or within 30 days of its due date, coverage will automatically terminate without notice.

What is Covered: Personal and commercial property of the insured, while it is in your self-storage unit or storage container, against the following:

- 1. The following are Covered Causes of Loss. Covered Causes of Loss means direct physical loss or damage to property covered.
  - A. Fire; lightning; sonic boom; explosion; hail; smoke; aircraft; vehicles; riot; civil commotion; vandalism; sinkhole collapse.
  - B. Windstorm or Hail but not including loss or damage to property stored in unit or container caused by rain, snow, sand or dust whether driven or not unless the Storage Unit first sustains wind or hail damage to the exterior through which the rain, snow, sand or dust enters.
  - C. Falling objects, provided the building or container is first damaged by such falling objects; weight of ice, snow, or sleet; collapse of buildings or any part thereof.
  - D. Water Damage: meaning sudden and accidental discharge or leakage of water but this cause of loss does not include loss of 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.
  - E. Mold, Fungus, Rodent or Vermin Damage: but this coverage is limited to 25% of the Amount of Insurance acquired under this policy and no more than \$750.
- 2. The following are Additional Coverages:
  - A. BURGLARY: The term "Burglary" means the unlawful taking of property from inside a locked storage unit or container provided there is evidence of forcible entry or exit, or evidence of a cut lock. The mere absence of a lock or padlock does not constitute visible marks of forcible entry. You or the facility owner must immediately report loss under this coverage to the appropriate law enforcement authority. Theft or unexplained disappearance is not covered unless caused by "Burglary".
  - B. PROPERTY IN TRANSIT: Direct physical loss or damage to Covered Property while in transit to or from a scheduled premises leased by you and within 100 miles of this scheduled premises which is caused by or resulting from the following: fire; lightning; explosion; windstorm or hail; riot or civil commotion; vandalism; vehicle collision (accidental collision with another vehicle or object, not the roadbed); upset or overturn of a vehicle or trailer upon which it is being transported; or theft of an entire storage unit. Voyages over 100 miles may be covered but subject to additional premium.
  - C. RENTAL CHARGES: The most that will be paid under this additional coverage is up to 2 months of the rental charges for your unit in the event you suffer a loss to your property by a Covered Cause of Loss.
  - D. DAMAGED PROPERTY: The most that will be paid under this additional coverage is \$500 for removal and disposal of damaged property in the event of a covered loss.
  - E. REPLACEMENT LOCK: The most that will be paid under this additional coverage is \$100 for a replacement lock in the event the lock registered on the enrollment form, is damaged and not usable.

Payment under these additional coverages will not increase the applicable Limit of Insurance.

What Are The Coverage Limits: The most the insurance company will pay for any loss is the amount shown on the Certificate of Property Insurance, provided by the Program Administrator, for the type of coverage.

**Deductible:** We will pay for personal and commercial property losses in excess of the deductible indicated on the Certificate of Property Insurance.

#### What Is Not Covered:

1. We will not pay for loss or damage to any of the following: accounts; bills; currency; data; documents; records; deeds; evidences of debt; money; notes; securities; stamps; animals; birds; fish; aircraft; firearms; furs; fur garments or garments trimmed with fur; jewelry; watches; precious or semiprecious stones; bullion; gold; goldware; gold plated ware; silver; silverware; platinum or other precious metals

or alloys; photographic equipment; property while in the custody of other bailees; contraband or property held for or in the course of illegal transportation, sale, or trade; valuable papers and records including those that exist as electronic data and photographs; property in storage units to which the lessor has begun lien enforcement actions; property outside of storage units or containers; vehicles, trailers, boats or recreational vehicles.

- 2. We will not pay for loss or damage to personal property caused by or resulting from any of the following:
  - A. Earth Movement including earthquake, landslide, or earth sinking, rising or shifting.
  - B. Water Damage including Flood, mudslide, sewer back up, or water under the ground surface.
  - C. 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.
  - D. Mold, mildew, fungus, spores or other microorganism of any type, nature, or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.
  - E. Wear and tear, any quality in the property that causes it to damage or destroy itself, gradual deterioration, insects, vermin or rodents. However, MOLD, FUNGUS, RODENT or VERMIN DAMAGE: 25% of the Amount of Insurance under this policy but not more than \$750 for direct physical loss of or damage to the insured property caused by Mold, Fungus, rodents or vermin.
  - F. Storage, Handling, or Transportation of Flammable or Combustible Agents.
  - G. 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.
  - H. Delay, loss of use, loss of market, or any other consequential loss.
  - I. Dishonest acts by you or by anyone else to whom the property is entrusted for any purpose (other than a carrier for hire). This exclusion applies whether or not such persons are acting alone or in collusion with other persons.
  - J. Shortage found upon taking inventory, unexplained loss, or mysterious disappearance.
  - K. Processing or work performed on Covered Property. But we will pay for direct physical Loss or damage caused by fire or explosion resulting from such processing or work, if that Loss would otherwise be covered under this Policy.
  - L. 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.
  - M. Mechanical breakdown or failure of Covered Property;
  - N. Faulty, inadequate or defective design, specifications, repair, materials, or maintenance of Covered Property.
  - O. Weather conditions. This exclusion applies only if weather conditions contribute in any way with a cause or event excluded above to produce the Loss.
  - P. Governmental Action; Nuclear Hazard; War and Military Action.

# When Coverage Starts and Stops:

- 1. Coverage begins after you have completed and signed the participation form, and/or paid your first month's premium.
- 2. The insurance covers your property only in your leased self-storage unit or container or while in transit (per the TRANSIT coverage described above).
- 3. Coverage stops when:
  - A. You cancel coverage, in writing, with the Program Administrator or the storage facility. You may cancel coverage any time you replace this coverage with other insurance; or
  - B. Thirty (30) days after you fail to pay premium when due; or
  - C. The insurance company cancels coverage.

#### What You Have To Do When There Is A Loss:

## Visit Storage Protectors' website at <a href="https://www.storageprotectors.com">www.storageprotectors.com</a> to start the claims process by clicking the File a Claim Button

- 1. You must promptly report any losses under this coverage to the Program Claims Administrator, Synergy Adjusting.
- 2. You must assist the Program Claims Administrator in processing the claim by providing:
  - A. Complete and signed Claim Forms and Proof of Loss forms within 60 days after our request.
  - B. All requested supporting documentation including all receipts and records needed to prove the loss.
  - C. Cooperation with the Program Claims Administrator in the investigation or settlement of the loss.
  - D. Access and permission to the Program Claims Administrator to inspect the damaged property before it is disposed or repaired.

The Program Administrator provides you a Claim Form at <a href="www.storageprotectors.com">www.storageprotectors.com</a>. This form contains all the necessary information to file a claim. You can also report a loss or get information about your claim from the Program Claims Administrator's Claim Department, Synergy Adjusting Corporation 800-994-9719, between 8:00 a.m. and 5:00 p.m. Monday through Friday, Eastern (except for legal holidays).

**Valuation:** The value of the insured property will be determined at the time of loss or damage and will be the least of the following amounts: the actual cash value of that property; or, the cost of repairs to that property; or, the cost of replacing that property with other property of like kind and quality.

Direct all insurance related questions and requests to: Carstin Insurance Partners., AZ License No. 1800003983, Massachusetts Nonresident License no. 1917680, California Nonresident License 0743598.

Office: (833) 659-7867 Email: <a href="mailto:sP-questions@carstin.com">SP-questions@carstin.com</a>