

**TEXAS CERTIFICATE OF INSURANCE**  
**SELF STORAGE TENANT INSURANCE UNDER MASTER POLICY NUMBER:**

This is to certify that the tenant named on this Certificate has arranged insurance as hereinafter specified and  
underwritten by  
Old Republic Insurance Company

**Tenant Name: [<Tenant.Name>] Space: [<Tenant. Space.Name>]**  
**Customer of: [<Site.LegalName> Include any dba necessary] Date: [<Tenant.LeaseSignDate>]**  
**[Site Address]**

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS CERTIFICATE AND THE MASTER POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS FOLLOWS:

**DEFINITIONS:** When used in reference to this insurance, “you” and “your” refer to the person(s) named as tenant in the “rental agreement”. “We,” “us” and “our” refer to the insurance company. In addition, certain words and phrases are defined as follows:

**AMOUNT OF INSURANCE** – means the coverage limit on the “enrollment form” that you signed.

**ENROLLMENT FORM** – means the form titled Self Storage Tenant Insurance Enrollment Form.

**BURGLARY** – means the act of stealing Covered Property by forcible entry into the self storage unit or space described in the “rental agreement”.

**OPERATOR** – means the owner, landlord, lessor or “operator” of the self storage facility.

**PREMIUM** – means the amount shown in the “enrollment form” as premium for your insurance.

**RENTAL AGREEMENT** – means the lease or rental agreement executed and in effect between the “operator” and you.

**EFFECTIVE DATE:** This insurance begins on the date shown on the “enrollment form”. This insurance shall remain in effect until terminated or cancelled as provided by this Certificate.

**COVERED PROPERTY:** We cover your personal property or the personal property of others for which you may be liable or have assumed liability prior to a loss while in storage within the enclosed storage unit or space described in the “rental agreement”.

**DEDUCTIBLE:** We will not pay for any loss of or damage to Covered Property in any one occurrence until the amount of adjusted loss or damage exceeds \$100. We will then pay the amount of adjusted loss or damage in excess of the deductible, up to the “amount of insurance”.

**COVERED CAUSES OF LOSS:** We will pay up to the “amount of insurance” for direct physical loss of or damage to Covered Property caused by the following:

- a. Fire or lightning;
- b. Windstorm or hail;
- c. Cyclone, tornado or hurricane;
- d. Explosion or sonic boom;
- e. Strikes, riot or civil commotion;
- f. Aircraft, self-propelled missiles or spacecraft;
- g. Vehicles;
- h. Smoke;
- i. Vandalism or malicious mischief;
- j. Falling objects, if the building’s exterior containing the Covered Property is first damaged by falling objects;
- k. Weight of ice, snow or sleet;
- l. Collapse of buildings containing the property insured;
- m. Water damage except for loss or damage caused by flood, surface water, waves, tides, tidal waves, tidal surge, tsunami, overflow of any body of water, or their spray, whether driven by wind or not, including but not limited to escape, overflow or discharge, for any reason, of water or waterborne material from a dam, levee, seawall or any other boundary or containment system as provided below under **ADDITIONAL COVERAGES**, paragraph e. **FLOOD**;
- n. Landslide, including sinkhole collapse;
- o. Earthquake;
- p. Volcanic eruption; or
- q. Certified acts of terrorism.

**ADDITIONAL COVERAGES:** We will also provide the following additional coverages up to the amounts stated below. These additional coverages do not increase the “amount of insurance”.

- a. **BURGLARY:** We will pay 100% (one hundred percent) of the “amount of insurance” for loss of or damage to Covered Property caused by “burglary” or holdup. However, this coverage applies only when such self storage unit or space is securely locked at the time of the forcible entry and visible signs of forcible entry must be evident. The absence of a lock will not constitute forcible entry. You must provide a report from law enforcement as verification of such “burglary”.
- b. **DEBRIS REMOVAL:** We will pay up to 25% (twenty-five percent) of the “amount of insurance” shown in the “enrollment form” to cover the necessary expense incurred in the removal of debris of your Covered Property following an insured loss.
- c. **TRANSIT:** We will pay up to 100% (one hundred percent) of the “amount of insurance” shown in the “enrollment form” for loss of or damage to Covered Property by fire or by the collision or overturn of a motor vehicle or trailer upon which Covered Property is being transported while such Covered Property is in transit to or from the self storage facility, provided the Covered Property is in transit within 100 (one hundred) miles of the described storage facility described in the “rental agreement”.
- d. **EXTRA RENTAL SPACE:** We will pay 25% (twenty-five percent) of the “amount of insurance” shown in the “enrollment form” to cover the extra expense necessarily incurred by you for the rental of substitute storage when occupancy of the described storage unit or space is prevented as a result of loss or damage to the storage facility building by a Covered Cause of Loss insured against in this policy.
- e. **FLOOD:** We will pay up to \$1,000 for direct physical loss of or damage to Covered Property caused by flood, surface water, waves, tides, tidal waves, tidal surge, tsunami, overflow of any body of water, or their spray, whether driven by wind or not, including but not limited to escape, overflow or discharge, for any reason, of water or waterborne material from a dam, levee, seawall or any other boundary or containment system.
- f. **RODENT, VERMIN, MOTH OR INSECT DAMAGE:** We will pay up to \$500 for direct physical loss of or damage to Covered Property caused by rodents, vermin, moths or insects.
- g. **MOLD, MILDEW, FUNGUS, WET OR DRY ROT:** We will pay up to \$500 for direct physical loss of or damage to Covered Property caused by mold, mildew, fungus, wet or dry rot.

**EXCLUSIONS: Covered Property does not include the following:**

- a. Accounts, bills, currency, notes, stamps, deeds, evidences of debt, evidence of ownership, contracts and titles, securities, negotiable instruments, money, or lottery tickets;
- b. Gold, silver, silverware, goldware, silver-plated or gold-plated ware, semi-precious/precious stones, precious metals or alloys;
- c. Animals;
- d. Jewelry and watches; furs, or garments trimmed with fur;
- e. Breakage of glass or similar fragile articles;
- f. Illegal drugs;
- g. Food or alcohol;
- h. Photographic equipment;
- i. Explosives, firearms or ammunition;
- j. Cigarettes or other smoking materials; or
- k. Vehicles, trailers or watercraft stored in the open or while in transit.

This coverage does not apply to the following:

- a. Wear and tear, gradual deterioration, maintenance, inherent vice, latent defect, changes in temperature or atmospheric conditions, delay, loss of use, or loss of market;
- b. Neglect by you to use all reasonable means to save and preserve the Covered Property during and after the occurrence of any cause of loss insured against, or when the Covered Property is endangered by a covered cause of loss;
- c. **Loss of or damage** to Covered Property caused intentionally by you or at the your direction;
- d. Contraband, or caused by illegal transportation or trade;
- e. Activity in violation of the “rental agreement”;
- f. Theft, except “burglary” as defined and covered herein;
- g. Unexplained disappearance;
- h. **Loss of or damage** to Covered Property due to a pre-existing condition; or
- i. Pollutants.

We will not pay for any 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. Hostile or warlike action in time of peace or war, including action in hindering, combating, or defending against an actual, impending or expected attack by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military naval or air forces; or by military, naval or air

forces or by an agent of any such government, power, authority or forces, it being understood that any discharge, explosion or use of any weapon of war employing nuclear fission or fusion shall be conclusively presumed to be such a hostile or warlike action by such government power, authority or forces;

- b. Insurrection, rebellion, revolution, civil war, usurped power or action taken by governmental authority in hindering, combating, or defending against such an occurrence;
- c. Seizure or destruction under quarantine, or customs regulation, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade; or
- d. Nuclear hazard, including any nuclear reaction, radiation, or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of them. Loss of or damage to Covered Property caused by the nuclear hazard shall not be considered loss or damage caused by fire, explosion, or smoke, whether or not these are specifically named or otherwise included as covered causes of loss or damage.

**TERMINATION OR CANCELLATION OF THIS INSURANCE:** This insurance evidenced by each Certificate of Insurance issued under this Master Policy shall automatically terminate without notice to you on the date the "rental agreement" is terminated.

You may cancel this insurance at any time, upon advance written notice to the "operator" or us. We may cancel this insurance by mailing or delivering to you, written notice of cancellation at least 10 days before the effective date of cancellation to the address set forth in the "rental agreement".

If this insurance has been in effect for 60 days or less, we may cancel for any reason except that, under the provisions of the Texas Insurance Code, we may not cancel this insurance solely because you are an elected official.

If this insurance has been in effect for more than 60 days, we may cancel only for one or more of the following reasons:

- a. Fraud in obtaining coverage;
- b. Failure to pay "premiums" when due;
- c. An increase in hazard within your control which would produce an increase in rate;
- d. Loss of our reinsurance covering all or part of the risk; or
- e. If we have been placed in supervision, conservatorship or receivership and the cancellation is approved or directed by the supervisor, conservator or receiver.

If notice is mailed, proof of mailing will be sufficient proof of notice. The notice of cancellation will state the effective date of cancellation and the reason for the cancellation. The insurance will end on that date. If this insurance is cancelled for any reason other than the nonpayment of "premium", you may be entitled to a "premium" refund. If so, we will send your refund to the "operator" to give you. If we cancel, the refund will be pro rata. If you cancel, the refund may be less than pro rata. The cancellation will be effective even if we have not made the refund offer.

**VALUATION:** The value of the property will be determined at the time of loss of or damage to Covered Property and will be no more than the least of the following amounts:

- a. The replacement cost at the time of loss of or damage to Covered Property without deduction for depreciation;
- b. The full cost of repair at the time of loss of or damage to Covered Property; or
- c. The applicable coverage limit.

**DUTIES YOU HAVE AFTER A LOSS:** You will give prompt notice to us, and in case of "burglary", notify the police. The notice should include:

- a. How, when and where the loss of or damage to Covered Property occurred;
- b. Proof of Loss for the Covered Property involved and your interest in it; and
- c. The names, addresses and telephone numbers of any witnesses.

**IF YOU HAVE A LOSS: Write or telephone:**

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**CONCEALMENT, MISREPRESENTATION AND FRAUD:** If you commit fraud by intentionally concealing or misrepresenting a material fact concerning:

- a. The insurance evidenced by this policy;
- b. Covered Property; or
- c. Your interest in the Covered Property;

You will void the insurance under this policy.

**EXAMINATION UNDER OATH:** Before recovering for any loss of or damage to Covered Property, if requested you will:

- a. Permit us to inspect the damaged property before it is disposed of or repaired;
- b. Send us a sworn statement of loss containing the information we request to settle your claim within 60 days of our request;
- c. Agree to examinations under oath at our request. If you are a minor, a parent or guardian may be present at your examination;
- d. Produce others for examination under oath at our request;
- e. Provide us with all pertinent records needed to prove the loss of or damage to Covered Property; and
- f. Cooperate with us in the investigation or settlement of the loss or damage.

**APPRAISAL:** If we and you 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 differences to the umpire. A decision agreed to by any two will set the amount of loss or damage. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal:

- a. You will still retain your right to bring a legal action against us, subject to the Legal Action Against Us provision; and
- b. We will still retain our right to deny the claim.

**LOSS PAYMENT:** If we notify you that we will pay the claim, or part of the claim, we must pay within 5 business days after we notify you or after an appraisal has been made. If payment of the claim or part of the claim requires the performance of an act by you, we must pay within 5 business days after the date you perform the act. We will not be liable for any part of a loss which has been paid or made good by others.

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 you must provide and supply you 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.

We will notify you 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 you 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 you of the reasons for such need.

We will provide notification, as described in a. through d. above, within:

- a. 15 business days after we receive the signed, sworn proof of loss and all information we requested; or
- b. 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 you that we need additional time to reach a decision, we must then either approve or deny the claim within 45 days of such notice.

**LEGAL ACTION AGAINST US:** No one may bring a legal action against us, unless the 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 OTHERS TO US:** If any person or organization to or from whom we make payment under the insurance evidenced by this Certificate has a right to recover damages from another, that right must be transferred to us. That person or organization must do everything necessary to assist us, and must do nothing after the loss or damage to hinder us in our recovery.

**PAIR, SET OR PARTS:**

- a. Pair or set. In case of loss of or damage to Covered Property to any part of a pair or set we may:
  - 1. Repair or replace any part to restore the pair or set to its valuation before the loss or damage; or
  - 2. Pay the difference between the valuation of the pair or set before and after the loss or damage.
- b. Parts. In case of loss of or damage 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.

**CHANGES:** This Certificate and the Master Policy contain agreements between you and us concerning the insurance afforded. The terms of this insurance may be amended or waived only by a written endorsement issued by us, and made a part of the Master Policy.