

KANSAS 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 you selected on the “enrollment form” that you signed, which applies to damage caused by any of the Covered Causes of Loss described below, less the Deductible.

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 stored in the Space described above caused by any one occurrence until the amount of adjusted loss or damage exceeds your \$100 Deductible. Once the amount of such loss or damage exceeds the Deductible, we will then pay the amount of adjusted loss or damage, less the Deductible Amount. However, we will not pay more than the applicable “amount of insurance”, limit, or sublimit of insurance, less the Deductible.

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/ADDITIONAL COVERED CAUSES OF LOSS: We will also provide the following additional coverages and sublimits of insurance for additional covered causes of loss up to the amounts stated below, subject to the \$100 Deductible. These additional coverages and sublimits of insurance are part of and not in addition to 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: The insurance evidenced by their 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, if we cancel for nonpayment of "premium".

For reasons other than nonpayment of "premium", we may cancel this insurance at any time and for any reason permitted by law upon 30 days advance written notice to you at the address set forth in the "rental agreement".

If this policy has been in effect for 90 days or more, or if it is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

- a. Nonpayment of "premium";
- b. This policy was issued because of material misrepresentation;
- c. You or any other you violated any of the material terms and conditions of this policy;
- d. Unfavorable underwriting factors, specific to you, exist that were not present at the inception of this policy;
- e. A determination by the insurance commissioner that continuation of coverage could place us in a hazardous financial condition or in violation of the laws of Kansas; or
- f. A determination by the insurance commissioner that we no longer have adequate reinsurance to meet our needs.

If notice is mailed, proof of mailing will be sufficient proof of notice. In the event of such cancellation, 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, the refund may accompany the notice, or we will send your refund to the "operator" to give to you, within 10 days of such notice of cancellation. 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 "amount of insurance".

Regardless of the valuation of Covered Property, we will pay no more than the applicable limit or sublimit, less the Deductible.

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:

**Xercor Insurance Services LLC
8435 Keystone Crossing, Suite 240
Indianapolis, IN 46240
Phone # 844-769-2904**

CONCEALMENT, MISREPRESENTATION AND FRAUD: We will not pay for any loss or damage under this policy, if you or any other insured in relation to an insurance application, rating, claim or coverage under this policy knowingly and with intent to defraud:

- a. Presents, causes to be presented or prepares with the knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement which such person knows to contain materially false information concerning any material fact; or
- b. Conceals information concerning any material fact for the purpose of misleading.

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;
- 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, after a claim has been made, a dispute arises because you and we disagree on the value of the property or the amount of loss, either may make a written request for an appraisal of the loss. However, an appraisal will be made only if both you and we agree, voluntarily, to have the loss appraised. If so agreed, 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 loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

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

If there is an appraisal, we will still retain our right to deny the claim.

LOSS PAYMENT: We will pay or make good any loss or damage covered under the insurance evidenced by this Certificate within 30 days after we reach agreement with you or the entry of final judgment, whichever is earlier. We will not be liable for any part of a loss which has been paid or made good by others.

LEGAL ACTION AGAINST US: No one may bring legal action against us unless there has been full compliance with all terms of the insurance evidenced by this Certificate; and such action is brought within five years after you first have knowledge of a loss of or damage to Covered Property.

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.

OTHER INSURANCE:

- a. You may have other insurance subject to the same plan, terms, conditions and provisions as this insurance. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable "amount of insurance" under this policy bears to the "amount of insurance" of all insurance covering on the same basis.

b. If there is other insurance covering the same loss or damage, other than that described in **a.** above, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable "amount of insurance".

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.

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