

**NEW YORK 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:** 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 you or the "operator".

We may cancel this insurance by mailing or delivering to you at your mailing address as set forth in the "rental agreement", written notice of cancellation at least 15 days before the effective date of cancellation, for the following reasons:

- a. Nonpayment of "premium", provided however, that a notice of cancellation on this ground shall inform you of the amount due;
- b. Conviction of a crime arising out of acts increasing the hazard insured against;
- c. Discovery of fraud or material misrepresentation in the obtaining of the policy or in the presentation of a claim;
- d. After issuance of the policy or after the last renewal date, discovery of an act or omission, or a violation of any policy condition, that substantially and materially increases the hazard insured against, and which occurred subsequent to inception of the current policy period;
- e. A determination by the Superintendent that the continuation of the present premium volume of the insurer would jeopardize that insurer's solvency or be hazardous to the interests of policy holders of the insurer, its creditors, or the public;
- f. A determination by the Superintendent that the continuation of the policy would violate, or would place us in violation of, any provision of the Insurance Code; or
- g. Where we have reason to believe, in good faith and with sufficient cause, that there is a probable risk of danger that you will destroy, or permit to be destroyed, the insured property for the purpose of collecting the insurance proceeds provide that:

1. A notice of cancellation on this ground will inform you in plain language that you must act within 10 days if review by the Department of Financial Service concerning the ground for cancellation is desired pursuant to subparagraph g. 3. below;
2. Notice of cancellation on this ground shall be provided simultaneously by us to the Department of Financial Services; and
3. Upon written request made to the Department of Financial Services within 10 days from your receipt of notice of cancellation on this ground, the Department of Financial Services shall undertake a review of the ground for cancellation to determine whether or not the insurer has

satisfied the criteria for cancellation specified in this this subparagraph; if after such review the Department of Financial Services finds no sufficient cause for cancellation on this ground, the notice of cancellation on this ground shall be null and void.

If for any reason the "operator" decides to cancel the Master Policy, including this Certificate of Insurance, the "operator" will mail or deliver written notice to you including the effective date of cancellation. Such written notice will be mailed or delivered to your mailing address at least 30 days prior to the effective date of the cancellation.

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, we will send the refund to the “operator” to give to you. The cancellation will be effective even if we have not made the refund offer.

**NONRENEWAL:** You are entitled to renew this insurance upon timely payment of the “premium” billed to you for the renewal, unless:

- a. We mail or deliver to you written notice of nonrenewal or conditional renewal; and
- b. The written notice is mailed or delivered at least 30, but not more than 120 days prior to the expiration date specified in the policy or, if no date is specified, the next anniversary date of the policy.

We are not required to provide such notice to you if we are advised by either you or another insurer that substantially similar coverage has been obtained from the other insurer without lapse of coverage.

If the Master Policy under which this Certificate of Insurance is provided is not renewed by the “operator”, the “operator” will mail or deliver written notice to each insured advising them of nonrenewal of this Master Policy and the effective date of nonrenewal. The written notice will be mailed or delivered by the “operator” at least 30 days prior to the nonrenewal. The “operator” is not required to provide such notice to you if substantially similar coverage has been obtained from another insurer without lapse of coverage.

**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 1-844-769-2904**

**CONCEALMENT, MISREPRESENTATION AND FRAUD:** We do not provide coverage for any insured who has made fraudulent statements or engaged in fraudulent conduct in connection with any loss or damage for which coverage is sought 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;
- 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, the extent of the loss or damage or the amount of the loss or damage, either may make 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 the selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property, the extent of the loss or damage and the amount of the loss or damage. 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 two 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.

**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.

SAMPLE