

Customer Goods in Storage Extension

E0261 (20Aug10)

Attached to and forming part of the Commercial Building, Equipment and Stock (Broad Form). Words and phrases in quotation marks have special meaning as defined in Clause 15.

This insurance is extended to include property of others (hereinafter referred to as "Customer") subject to the following:

1. Insuring Agreement

In the event that any of the property insured be lost or damaged by a peril insured against, the Insurer will pay the "Customer" for the direct loss so caused to an amount not exceeding whichever is the least of:

- (a) the actual cash value of the property at the time of loss or damage;
- (b) the replacement cost;
- (c) the interest of the "Customer" in the property;
- (d) the declared value shown within the "Declared Value Certificate".

2. Property Insured

Property belonging to the "Customer" that is stored under lease with the Insured on a declared value basis as evidenced by the issuance of the "Declared Value Certificate" attached to this policy.

3. Perils Insured

This Form insures against all risks of direct physical loss of or damage to the property shown on the "Declared Value Certificate" except as hereinafter provided.

4. Limit of Insurance

The Limit of Insurance available for each locker is shown on the "Declared Value Certificate" and shall apply as follows:

- (a) The amount shown as applicable to Personal Property Sublimit is the maximum limit of insurance per locker for such property per "occurrence";
- (b) The amount shown as applicable to "Business Property" Sublimit is the maximum limit of insurance per locker for such property per "occurrence".

Subject to the above sublimits, the maximum limit of insurance per "occurrence", per locker, is the sum of personal property and business property shown as the declared value in the "Declared Value Certificate".

Subject to the above sublimits, the Insurer's total liability per "occurrence" under this extension shall not exceed the applicable amount of insurance shown in the "Coverage Summary".

5. Deductible

The Insurer is not liable for any amount unless the loss or damage caused by any of the perils insured against exceeds the deductible shown on the "Declared Value Certificate" and then the Insurer is only liable for the amount in excess of the deductible up to the amount or amounts shown on the "Declared Value Certificate".

6. Special Limits of Insurance

Electronic hardware, including data processing equipment, and components, including electronic media, are insured to a maximum recovery of \$1,000 per item and a maximum recovery of \$2,000 per any one "occurrence" of loss or damage.

Electronic Media means data storage devices, and programme devices for electronic and electro-mechanical data processing or for electronically controlled equipment.

7. Additional Exclusions

This Form does not insure loss or damage to:

- (a) growing plants, trees, shrubs or flowers;
- (b) animals, fish or birds;
- (c) property held as samples or for sale or for delivery after sale, or goods belonging to customers' clients;
- (d) furs, fur garments, jewels, jewellery, costume jewellery, watches, pearls, precious and semi-precious stones;
- (e) pre-recorded video tapes or any other form of media, data or data storage such as CDs and DVDs.

8. Valuations

(a) For the following items, the calculation of the total value of the property for value reporting and for loss adjustment shall be the actual cash value of the property at the time any loss occurs but in no event to exceed what it would cost to repair or replace with material of like kind and quality:

- (i) "business property";
- (ii) patterns, dies, moulds;

8. Valuations cont'd

- (iii) paintings, etchings, pictures, tapestries, statuary, marbles, bronzes, antique furniture, rare books, antique silver, porcelain, rare glassware, bric-a-brac, or other articles of art, rarity or antiquity.
- (b) Records: The liability of the Insurer for loss of or damage to:
 - (i) books of accounts, drawings, card index systems and other records, other than as described in (ii) below, shall not exceed the cost of blank books, blank pages or other materials, plus the cost of labour for actually transcribing or copying said records;
 - (ii) media, data storage devices and programme devices for electronic and electro-mechanical data processing or for electronically controlled equipment, notwithstanding that "Data" is not insured, shall not exceed the cost of reproducing such media, data storage devices, and programme devices from duplicates or from originals of the previous generation of the media, but no liability is assumed hereunder for the cost of gathering or assembling information or "Data" for such reproduction.
- (c) On all other property insured under this Form and for which no specific conditions have been set out, the calculation of the total value of the property for value reporting and for loss adjustment shall be the replacement cost of the property at the time any loss or damage occurs and the loss or damage shall be ascertained or estimated on the basis of the replacement cost of property similar in kind to that insured at the place of and immediately preceding the time of such loss or damage, but in no event to exceed the limit shown on the "Declared Value Certificate".

9. Other Insurance

The Insurer is not liable:

- (a) for more than the portion of any loss or damage covered by this Form which the applicable limit of this Form bears to the total amount of insurance covering against the peril of fire irrespective of whether or not such other insurance gives insurance in respect of the perils covered by this Form whether by endorsement thereto or otherwise;
- (b) where such other insurance does not insure against loss or damage by fire for more than the excess (if any) of any loss or damage over the applicable limit of any other insurance which would attach if this insurance had not been effected.

10. Breach of Conditions

Where a loss occurs and there has been a breach of conditions relating to a matter before the happening of the loss, which breach would otherwise disentitle the "Customer" from recovery under this Form, the breach shall not disentitle the "Customer" from recovery if the "Customer" establishes that the loss was not caused or contributed to by the breach of condition or if the breach of condition occurred in any portion of the "premises" over which the "Customer" has no control.

11. Reinstatement of Limit After Loss

Loss under any item of this Form shall not reduce the applicable amount of insurance unless an aggregate limit per policy period is stated to apply in the "Coverage Summary" or in any endorsement.

12. Subrogation

The Insurer, upon making any payment or assuming liability therefor under this Form, shall be subrogated to all rights of recovery of the "Customer" against others and may bring action to enforce such rights. Notwithstanding the foregoing, all rights of subrogation are hereby waived against any corporation, firm, individual or other interest with respect to which insurance is provided by this Form. Where the net amount recovered, after deducting the cost of recovery, is not sufficient to provide a complete indemnity for the loss or damage suffered, that amount shall be divided between the Insurer and the "Customer" in the proportion in which the loss or damage has been borne by them respectively. Any release from liability entered into by the "Customer" prior to loss shall not affect the right of the "Customer" to recover.

13. Premium Adjustment

This clause is applicable if shown as adjustable on the "Coverage Summary".

It is a condition that the Insured will keep an accurate record of the value of the property covered by this Extension showing the total value on the last day of each month at each location. At the expiry date of this Policy the actual earned premium shall be calculated at the rate applicable to each location for the total amount of the values reported.

The premium shown on the "Coverage Summary" is provisional. If the premium so calculated exceeds the provisional premium, the Insured will pay the Insurer the amount for the excess. If such premium is less than the provisional premium, the Insurer will refund to the Insured at the end of the policy term the amount of the difference subject to a minimum retained premium shown on the "Coverage Summary".

In the event of loss originating within the term of this Policy, the premium for the full term of this insurance on the full amount paid or payable for such loss shall be regarded as earned and no return premium shall be allowed in respect thereof.

14. Deceitful or Misleading Declaration

Any deceitful or misleading declaration entails the loss of the right of the person making it to indemnification in respect of the risk to which such declaration applies. Nonetheless, forfeiture is incurred only with respect to the class of property to which the deceitful or misleading declaration relates.

15. Definitions

Wherever used in this Form:

- (a) **"Business Property"** means:
 - (i) merchandise of every description usual to the "Customer's" business; and
 - (ii) packing, wrapping and advertising materials.
- (b) **"Customer"** means the lawful owner of property stored under lease with the Insured and to whom a "Declared Value Certificate" has been issued by the Insured.
- (c) **"Declared Value Certificate"** means the fully completed and signed Declared Value Certificate - Terms and Conditions document issued by the Self Storage Company extending insurance under this Form for "Customer's" property.
- (d) **"Occurrence"** means any one loss, casualty, accident or disaster or series of losses, casualties, accidents or disasters arising from one event whether the event continues for a period of time or not.
- (e) **"Premises"** means the interior of the storage locker indicated on the "Declared Value Certificate" at the location shown on the "Declared Value Certificate" in which the "Customer" is storing property under lease with the Insured.

Except as otherwise provided in this Extension, all terms, provisions and conditions of the Policy shall have full force and effect.