

**Repwest Insurance Company**

(A non-participating stock Insurance Company, herein called the "Company")

2721 North Central Avenue, Phoenix, Arizona 85004 Phone (800) 858-0317

**ALABAMA SAFESTOR CUSTOMER STORAGE INSURANCE - CERTIFICATE OF INSURANCE**

**Insuring Agreement:** In consideration of the execution with the "Lessee" named on the "Rental Storage Contract" by the specified "Storage Facility" for the described storage space or portable storage container, and in further consideration of the payment of the monthly premium for the selected Limit of Liability, and subject to all the terms of the Master Policy, Company agrees to provide the insurance as stated herein.

**Certificate Term:** This insurance begins on the date shown on the Safestor Addendum to Storage Contract and payment of the monthly premium. This Certificate remains effective until the termination of the "Rental Storage Contract" or on the first day of the month the "Certificate Holder" fails to pay the monthly premium in full for this insurance or when the Master Policy is cancelled. When storing within a mobile storage container, coverage begins upon pickup from the originating location or driveway as described in the "Rental Storage Contract". Coverage under this Certificate or insurance ("Certificate") ceases upon removal of Property Insured from the premises described under any Certificate or "Rental Storage Contract" issued, or upon delivery of the Portable Storage Container. Any violation of the "Rental Storage Contract" of the "Storage Facility" by the "Certificate Holder" or their legal representatives shall void coverage under this Certificate.

**Definitions:**

**"Certificate Holder"** means each person identified on the "Rental Storage Contract" and elects to purchase coverage and receives a Certificate.

**"Lessee"** means any person who rents or leases a fully enclosed storage unit or portable storage container from the Master Policy Holder.

**"Rental Storage Contract"** means the lease or rental agreement executed and in effect between "Lessee" and the Master Policy Holder.

**"Storage Facility"** means any Master Policy Holder's location that stores, rents or leases storage spaces or portable storage containers.

**"Vermin"** is defined as various small animals, including but not limited to rodents, and/or insects that are destructive.

**Property Insured:** This insurance covers the personal property of the "Certificate Holder", or the property of others for which the "Certificate Holder" may be liable or have assumed liability prior to a loss, while in storage within the described storage space, or portable storage container, leased or rented by the "Certificate Holder".

**Limit of Insurance:** This Company shall not be liable in any one loss for more than \$25,000 in respect to the "Certificate Holder's" personal property within any one storage unit, subject to the coverage Limit selected in the "Rental Storage Contract".

**Covered Causes of Loss:** This Certificate insures against risks of direct physical loss to Property Insured except those causes of loss listed in the Exclusions.

**Exclusions:** This Certificate does not cover:

- A. Accounts, bills, currency, deeds, evidences of debt, securities, money notes, precious metals, stamps, jewelry, watches, semi-precious/precious stones, furs or garments trimmed with fur, works of art or antiques, collectibles, animals, liquids, medicines, food, plants, firearms, valuable papers and records, including those which exist as electronic data and photographs, motorized vehicles of any type whether licensed for road use or not;
- B. Against loss or damage to any property not lawfully in the possession of the "Certificate Holder" or his representative, explosives, toxic/hazardous items or contraband;
- C. Against loss or damage:
  1. Caused by improper packing or stowage, or rough handling, normal shifting in transit or while being moved, by the "Certificate Holder" or any agent or representative of "Certificate Holder";
  2. While the mobile storage container is located at the "Certificate Holder's" originating site, or designated location, property, or driveway;
  3. Caused by or resulting from theft but this exclusion does not apply to loss by burglary or holdup. "Burglary" means the act of stealing property by forcible and illegal entry into a securely locked storage space or mobile storage container evidenced by visible signs made by tools, explosives, electricity or chemicals of such forcible entry upon the exterior of the storage space or mobile storage container. The mere absence of a lock or padlock will not constitute visible signs of forced entry. "Holdup" means the stealing of insured property by violence or threat of violence against a "Certificate Holder" or employee of

the "Storage Facility" to gain unlawful entry into the storage space or mobile storage container. A police report must be filed;

4. Caused by or resulting from wear and tear, gradual deterioration, inherent vice, latent defect, mildew, wet or dry rot, atmospheric conditions or changes in temperature, dust, breakage of glass or similar fragile articles, spoilage, delay, loss of use or market or any other consequential loss;
5. Due to shortage disclosed on taking inventory or unexplained or mysterious disappearance;
6. Except loss or damage by fire or explosion, caused by or arising out of infidelity or any dishonest act committed, alone or in collusion with others, by any employee of the "Certificate Holder", or by any person or persons to whom the property may be entrusted;
7. Caused by or resulting from, contributed to or aggravated by:
  - a. Flood, surface water, tides, tidal water or tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not;
  - b. Water that backs up from a sewer or drain;
  - c. Water under the ground surface pressing on or flowing, seeping or leaking through foundations, walls, basements, floors or paved surfaces or through doors, windows or other such openings; or
  - d. Mudslide or mudflow;
8. Directly or indirectly by or arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water;
9. Caused directly or indirectly by any weapon employing atomic fission or fusion, or by nuclear reaction or radiation or radioactive contamination from any other cause; however, subject to the foregoing and all provisions of this Certificate, direct loss by fire is insured against by this Certificate;
10. Caused by "vermin" as a result of the "Certificate Holder" storing any liquid and/or food, food product, or ingestible, including but not limited to spices, non-perishable canned or bottled goods, stored in the described storage space or portable storage container;
11. Caused by any liquid and/or food, food product, or ingestible, including but not limited to spices, non-perishable canned or bottled goods, stored in the described storage space or portable storage container;
12. Caused directly or indirectly by:
  - a. War, including undeclared or civil war;
  - b. Warlike actions by a military force, including action in hindering or defending against an actual or expected attack by any government, sovereign or other authority using military personnel or other agents;
  - c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these; or
  - d. Seizure or destruction of property by order of governmental authority; or
13. a. To Insured Property arising out of any act committed: 1) By or at "Certificate Holder's" direction; and 2) With the intent to cause a loss. b. However, this exclusion will not apply to deny coverage to an innocent co-"Certificate Holder" when the loss is otherwise covered under this Certificate and is proximately related to and in furtherance of an abuse act by a "Certificate Holder" who is a family or household member. Such coverage will be provided only if co-"Certificate Holder": 1) Provides evidence of the abuse to Company, to demonstrate that the loss is abuse-related; and 2) For the act causing the loss, either: a) Files a complaint under the Protection From Abuse Act against the abuser, and does not voluntarily dismiss the complaint; or b) Seeks a warrant; for the abuser's arrest and cooperates in the prosecution of the abuser. c. If Company pays a claim pursuant to Paragraph 13.b. Company's payment to co-"Certificate Holder" is limited to co-"Certificate Holder's" legal interest in the property less any payments Company first made to a mortgagee or other party with a legal secured interest in the property. In no event will Company pay more than the Limit of insurance.

**Certificate Cancellation:** This Certificate may be cancelled at any time at the request of the "Certificate Holder" with advance notice to Company.

This coverage shall terminate without notice to "Certificate Holder" on the earliest of the following dates:

- A. On the date the Master Policy is cancelled;
- B. The date the "Rental Storage Contract" is terminated, provided the "Certificate Holder" has paid in full; or
- C. On the date premium was due if the "Certificate Holder" selected the monthly payment option, and failed to pay the monthly payment for insurance on the date it is due.

Nonpayment of the monthly premium is considered to be a cancellation at the request of the "Certificate Holder".

In all other instances, this Certificate may be cancelled at any time by Company by mailing or delivering to the "Certificate Holder" 10 days' written notice of cancellation at the last address known to the Company stating when the cancellation shall be effective. The notice provided will be in compliance with the requirement regarding reason(s) for cancellation for the state in which the Master Policy was issued. If terminated, the "Certificate Holder" will receive a return of any premium refund due. Premium for the month of termination is fully earned.

**Valuation:** In the event of loss, the value of the property, including but not limited to sentimental, irreplaceable, or other items of intrinsic value, will be determined as of the time of loss and will be the least of the following amounts:

- A. The actual cash value of that property;
- B. The cost of reasonably restoring that property to its condition immediately before loss; or
- C. The cost of replacing that property with substantially identical property.

Actual cash value is calculated as the amount it would cost to repair or replace Property Insured, at the time of loss or damage, with material of like kind and quality, subject to a deduction for depreciation. However, if Property Insured, at the time of loss or damage, has nominal or no economic value, or a value disproportionate to replacement cost less depreciation, the determination of actual cash value as stated herein is not required. Actual cash value applies to valuation of Property Insured regardless of whether that property has sustained partial or total loss or damage. The actual cash value of the lost or damaged property may be significantly less than its replacement cost.

**No Benefit To Bailee:** No person or organization other than the "Certificate Holder" shall benefit from this insurance.

**Protection of Property:** In the event of loss, it shall be lawful and necessary for the "Certificate Holder", his or their representative, to sue, labor and travel for, in and about the defense, safeguard and recovery of the Property Insured hereunder, or any part thereof, without prejudice to this insurance, nor shall the acts of the "Certificate Holder" or Company, in recovering, saving and preserving the Property Insured in the event of loss be considered a waiver or an acceptance of abandonment. The expenses so incurred shall be borne by the "Certificate Holder" and Company proportionately to the extent of their respective interests.

**Assignment:** Neither the Master Policy Holder nor "Certificate Holder" may assign this Certificate, nor any insurance afforded hereunder without first obtaining written consent of Company.

**Automatic Reinstatement:** Loss under this Certificate will not reduce the applicable amount of insurance provided by the Certificate.

**Concealment, Misrepresentation or Fraud:** This Certificate is void if the "Certificate Holder" intentionally conceals or misrepresents a fact concerning this Certificate or the Property Insured and such concealment or misrepresentation is material either to the risk or to the hazard assumed by Company; or Company in good faith would either not have issued the Certificate, or would not have issued it at the same premium rate or would not have provided coverage with respect to the hazard resulting in the loss if the true facts had been made known to Company as required either by the application for this Certificate or otherwise. It is also void in any case of fraud by the "Certificate Holder" relating to it.

**Subrogation:** If the "Certificate Holder" to whom Company makes payment under the insurance has rights to recover damages from another, those rights to the extent of payment by Company, are transferred to Company: provided, however, that Company shall be entitled to only the excess to which the "Certificate Holder" is entitled from another after the "Certificate Holder" has been fully compensated for their loss. The "Certificate Holder" must do everything necessary to secure those rights and must do nothing after the loss to impair those rights. If Company pays an innocent co-"Certificate Holder" for loss arising out of an act of abuse by another "Certificate Holder", the rights of the innocent co-"Certificate Holder" to recover damages from the abuser are transferred to Company to the extent of Company's payment. Following the loss, the innocent co-"Certificate Holder" may not waive such rights to recover against the abuser.

**Duties In The Event of Loss:** In the event of loss, the "Certificate Holder" shall:

- A. As soon as practicable report in writing to Company, or its agent, every loss, damage or occurrence which may give rise to a claim under this Certificate. The "Certificate Holder" shall also send to Company, or its agent, a signed sworn statement of such loss, damage or occurrence within 90 days from the date of discovery of such loss, damage or occurrence;
- B. Immediately notify the appropriate law enforcement agency if a law has been broken;
- C. Take all reasonable steps to protect the Property Insured from further damage. If feasible, set the damaged property aside and in the best order for examination;
- D. Permit Company to inspect the Property Insured and the records proving loss;
- E. If requested by Company, the "Certificate Holder" shall permit questioning under oath, at such times as may be reasonably required, about any matter relating to the insurance or the claim or loss including the "Certificate Holder's" books or records relating to the Property Insured. In such event the answers must be signed.

**Loss Payment:** Company will pay or make good to the "Certificate Holder" on any loss covered under this Certificate within 30 days after presentation and acceptance of satisfactory proof of interest and loss. No loss shall be paid or made good if the "Certificate Holder" has collected the same from others. Covered losses will be adjusted and paid in U.S. currency.

**Pair, Sets or Parts:**

- A. Pair Or Set: In case of loss or damage to any part of a pair or set Company may:
  - 1. Repair or replace any part to restore the pair or set to its value before the loss or damage; or
  - 2. Pay the difference between the value of the pair or set before and after the loss or damage.
- B. Parts: In case of loss or damage to any part of Property Insured consisting of several parts when complete, Company will only pay for the value of the lost or damaged part.

**Examination Under Oath:** In case of a loss to Property Insured, if requested by Company, the "Certificate Holder" will: 1. Show the damaged property; 2. Provide Company with records and documents Company requests and permit Company to make copies; 3. Submit to examination under oath, while not in the presence of another "Certificate Holder", and sign the same; 4. Produce, to the extent that it is within "Certificate Holder's" power, "Certificate Holder's" employees, members of "Certificate Holder's" household, or others so that they may be examined under oath; and 5. Send to Company, within 90 days after discovery of the loss, the "Certificate Holder's" signed, sworn proof of loss which contains the information needed to settle a claim; 6. Cooperate with Company in the investigation of a claim.

**Legal Action Against Company:** No one may bring a legal action against Company under this Certificate unless: 1. There has been full compliance with all the terms of this Certificate; and 2. The action is brought within the time limitations prescribed by Alabama law.

**Appraisal:** If Company and "Certificate Holder" disagree on the value of the property or the amount of loss, 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 the two appraisers cannot agree, either may request that the selection of an umpire be made by a judge of a court having jurisdiction. The appraisers will separately set the amount of loss. If the appraisers submit a written report of an agreement to Company, the amount agreed upon will be the 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. Each party will pay its own appraiser and bear the other expenses of the appraisal and umpire equally. If there is an appraisal, Company will still retain its right to deny the claim.

**Automatic Amendment to Statute or Regulation:** Any terms or conditions of this Certificate or any memorandum of insurance issued thereunder which are in conflict with the Statutes or Lawful Regulations of the jurisdiction wherein business is written are hereby amended without notice to comply with such Statutes or Lawful Regulations as are from time to time governing. If any part of this Certificate is deemed or determined to be invalid for any reason, the remainder of the Certificate shall remain in full force and effect.

**Territorial Limits:** This insurance covers Property Insured only within the United States of America, its territories, or possessions or within the Dominion of Canada, or while being transported between the ports thereof.

**Changes:** Notice to any agent or knowledge possessed by any agent or by any other person shall not affect a waiver or a change in any part of this Certificate or stop Company from asserting any right under the terms of this Certificate, nor shall the terms of this Certificate be waived or changed, except by endorsements issued to form a part of this Certificate.

If a change is made to the Master Policy forms or endorsements at the Master Policy's anniversary date that reduces coverage or lowers limits, the Master Policy Holder will notify the "Certificate Holder" of such change.

**Entire Contract:** The Master Policy, together with the Declarations, endorsements and the Certificate constitute the entire policy.

**Examination of the Master Policy:** The Master Policy will be available for inspection at the Master Policy Holder's office during regular business hours or on the Company's website: [Repwest.com/products](http://Repwest.com/products).



Douglas M. Bell  
President



Robert Pirmann  
Vice President