

HAZARDOUS ABANDONED CUSTOMER PROPERTY EXPENSE REIMBURSEMENT EXTENSIONS ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Endorsement modifies the insurance provided under the Building and/or Contents - Broad Form and is subject to all terms, conditions, limitations and exclusions of such Form. It is agreed that the Building and/or Contents Broad Form is amended as follows, but only with respect to the Customer Property in Storage coverage afforded to the Insured under this Endorsement.

The following extensions of coverage shall be added to the Form under the **EXTENSIONS OF COVERAGES** Section and such extensions of coverage are in addition to the amounts of insurance applying under the Form:

1. TRANSPORTATION AND DISPOSAL EXPENSE

The Insurer will reimburse the Insured for the reasonable and necessary expenses incurred to transport and dispose of **abandoned customer property** of a hazardous nature in a **storage location**, provided all the following conditions are met:

- 1.1. The **abandoned customer property** is not eligible for disposal at a standard non-hazardous waste disposal site; and
- 1.2. The Insured's lease contract or rental agreement expressly prohibits the storage of hazardous substances at the Insured's self-storage facility.

This Extension of coverage is limited to direct expenses and shall not include consequential damages or losses.

2. HAZARD ASSESSMENT EXPENSE

The Insurer will reimburse the Insured for the reasonable and necessary expenses incurred to retain the services of a **certified environmental professional** to establish the hazardous nature of the **abandoned customer property**, provided that such **abandoned customer property** giving rise to this incident is determined to be ineligible for disposal at a standard non-hazardous waste disposal site.

This Extension of coverage is limited to direct expenses and shall not include consequential damages or losses.

3. LEGAL EXPENSE

The Insurer will reimburse the Insured for the reasonable and necessary legal expenses incurred, with prior written consent of the Insurer, that are a direct result of **abandoned customer property** of a hazardous nature for which insurance is afforded under this Endorsement. The Insurer shall have no duty to defend.

4. DIRECT PHYSICAL LOSS OR DIRECT PHYSICAL DAMAGE TO AN INSURED BUILDING

The Insurer will indemnify the Insured against direct physical loss or direct physical damage to the **building** as a direct result of **abandoned customer property** of a hazardous nature to the extent that such direct physical loss or direct physical damage is not insured by the Building and/or Contents - Broad Form and to which insurance under this Endorsement applies.

The following clause is added to this Form under the **SPECIAL PROVISIONS** Section:

5. SPECIAL PROVISIONS EXCLUSIVELY APPLICABLE TO THIS ENDORSEMENT

5.1. Limit of Insurance

The above Extensions of Coverage apply in addition to the limits of insurance stated on the Declaration Page(s) for the **Building**, the **Contents** or the **Property of Every Description**, are subject to all conditions of the policy, and shall be limited to the amounts stated in the Declaration Page(s) for any one occurrence and in the Aggregate during any one policy period.

5.2. Deductible

The Insurer is liable for the amount by which the expenses, or the loss or damage by an insured peril, exceeds the amount of the deductible stated in the Declaration Page(s) for any one occurrence.

5.3. Additional Exclusions

This Form does not insure against increased costs, and loss or damage caused directly or indirectly:

- 5.3.1. by any breach of any law or regulation assessed by any government authority against the Insured or any self-storage facility operator;
- 5.3.2. arising out of non-hazardous **abandoned customer property**;
- 5.3.3. by claims pending prior to the commencement of the policy period;
- 5.3.4. arising out of **abandoned customer property** of which the Insured is aware, or ought to have been aware, on the commencement of the policy period;
- 5.3.5. by the action of a government authority that causes or induces a **customer** to relinquish the **abandoned customer property**;
- 5.3.6. by **pollution**;
- 5.3.7. by removing or disposing of radioactive material; or
- 5.3.8. arising from **contents** abandoned by the Insured or employees of the Insured.

6. The following definitions are added to this Form under the **DEFINITIONS** Section:

- 6.1. **ABANDONED CUSTOMER PROPERTY** means **customer** owned personal property that is stored in the **storage location**, including **business property** and excluding the following:

- 6.1.1. live animals, fish or birds;
- 6.1.2. goods belonging to **customers'** clients;
- 6.1.3. furs, fur garments, jewels, jewellery, and precious stones; or
- 6.1.4. **data**

and is deemed to be abandoned in accordance with the *Repair and Storage Liens Act* (Ontario) R.S.O. 1990, c. R.25 and other similar provincial or territorial laws.

- 6.2. **BUSINESS PROPERTY** means merchandise of every description usual to the **customer's** business, including packing, wrapping, advertising materials, patterns, dyes, and molds.

- 6.3. **CERTIFIED ENVIRONMENTAL PROFESSIONAL** means a professional engineer, chemist, an environmental officer of a government entity, or a certified environmental auditor.
- 6.4. **CUSTOMER** means the lawful owner of personal property that is stored within the **storage location** under, and in compliance with the terms of, a valid written lease or rental agreement with the Insured.
- 6.5. **POLLUTION** means any actual or alleged spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of **pollutants**.
- 6.6. **STORAGE LOCATION** means the interior of the specific storage locker(s) on the **premises** in which the **abandoned customer property** is being stored.

All other terms, conditions and limitations of this Policy shall remain unchanged.