

# SALE AND DISPOSAL LEGAL LIABILITY

Refer to the Declarations if information is not shown on this form. This endorsement is subject to the *terms* contained in *your* policy.

#### **SCHEDULE**

Limits Of Liability	
\$	Each Customer
\$	Aggregate

### **DEFINITIONS**

The following definitions apply to this policy form:

- 1. Customer means a tenant, lessee or any person or entity leasing, renting, or otherwise occupying your:
  - a. Self-storage facility; or
  - b. Portable storage unit.
- 2. *Lock-out* means preventing a *customer's* access to their stored property.
- 3. *Self-storage facility* means the premises described in the Declarations for the purpose of providing storage space to a *customer*.

#### WHAT WE PAY FOR

The following coverage is added to Coverage L-Bodily Injury And Property Damage.

- 1. **We** pay those sums when the **insured** is legally obligated to pay damages because of a negligent act, error or omission committed by **you** or on **your** behalf in the operation of the **self-storage facility** and arising out of:
  - a. *Lock-out*; or
  - b. The sale, removal, destruction or disposal of a *customer's* property;

due to the *customer's* failure to pay rent or other fees subject to a written contract for storage space.

#### WHAT WE DO NOT PAY FOR

The following exclusions apply to Sale And Disposal Legal Liability.

- 1. The Coverage L exclusions apply to Sale And Disposal Legal Liability, except:
  - a. The exclusion titled *Property Damage* does not apply to *customer's* property in *your* care, custody or control.
- 2. We do not pay for:
  - a. Loss arising out of the misappropriation, secretion, conversion, infidelity or any dishonest or criminal act by or on behalf of *you*, *your employees*, *your* agents or any other person *you* entrust with *customer's* property;
  - b. Any claim seeking the return of profit, advantage, gain or remuneration to which *you* are not legally entitled, or seeking any amounts in excess of the actual cash value of the *customer's* property resulting from *lock-out* or sale, removal, destruction or disposal of *customer's* property;
  - c. Loss arising out of *lock-out* or the sale, removal, destruction or disposal of:
    - 1) Accounts, bills, currency, deeds, money, notes, securities, or instruments of debt;
    - 2) Records, documents, drawings or valuable papers of any kind, regardless of media or format;
    - 3) Property in the course of illegal transport or trade; or
    - 4) Any property prohibited from being stored by the applicable written contract for storage space;
  - d. Loss arising out of delay, loss of use, or loss of market;
  - e. Consequential loss or damage of any kind; or
  - f. Loss arising out of access that is restricted by normal hours of operation.

## HOW MUCH WE PAY FOR LOSS OR CLAIM

This section is in addition to all applicable provisions of How Much *We* Pay For Loss Or Claim in *your* policy. Settlement of Sale And Disposal Legal Liability losses covered by this endorsement will be made in accordance with the following provisions:

- 1. The Aggregate limit of liability shown in the Schedule is the most *we* pay for damages during a policy period for Sale And Disposal Legal Liability.
- 2. The Each *Customer* limit of liability shown in the Schedule, subject to 1. above, is the most *we* pay for damages for Sale And Disposal Legal Liability sustained by one *customer*.
- 3. Payments made under Sale and Disposal Legal Liability, as stated in 1. above, will reduce the Coverage L aggregate limit of liability.

All other terms and conditions remain unchanged.