

## **EXTENDED PROTECTION PROGRAM (EPP)**

### **Permanent Storage Terms and Conditions**

In consideration of payment to us of the charge stated on the "Booking Order" which describes the scope of our work and services, we agree to accept responsibility for actual physical loss of or damage to Protected Property as defined herein subject to the following terms and conditions:

**Protected Property:** *Protected Property* is Household Goods, Personal Effects, Antiques, Fine Arts, Automobiles, Campers, Boats, Motorcycles and Trailers which you own and which is declared and valued in the "Application for Protection" and "Confirmation of Protection." Pre-existing damages must be noted at origin by Packing Agent.

**Protection:** We agree to accept responsibility for actual physical loss of or damage to Protected Property while in our care, custody, or control or while in the care, custody or control of our agent(s) or our contractor(s), subject to these terms and conditions.

**Non-Professional Packing Limitation:** There is no Protection for loss or damage consisting of breakage, scratching, denting, chipping, staining and tearing of Protected Property not packed by us or our agent(s) or our contractor(s) unless directly caused by fire, stranding, sinking or collision of the carrying vessel, or by crash, collision or by overturn of the carrying aircraft or of the carrying land conveyance. There is no Protection for any Protected Property claimed as missing from a carton, package or container not packed by us, our agent or our contractor. Cartons, packages or containers not professionally packed by us or our agent or our contractor will be marked "PBO" (Packed by Owner) on our Packing Inventory.

**Declared Value:** It is a condition of this Protection that you shall declare the full replacement value of all Protected Property in your storage lot. Failure to do so will diminish any payment by the proportion the actual full replacement value bears to the Declared Value.

**Customer Retention:** This Protection is in excess of any amount indicated on the Confirmation of Protection as your retained amount, which amount shall be deducted from any claim for loss or damage. If no amount is indicated, we agree to accept responsibility for loss of or damage to Protected Property as defined.

**Other Protection:** This Protection does not apply in the event there is any other protection or any insurance available for Protected Property. If there is other protection or insurance available, this Protection shall only apply to any excess value of the lost or damaged Protected Property remaining after all other protection or insurance is exhausted but only up to the Declared Value. However this Protection shall not apply due to your inability to recover under any other protection or insurance for any reason whatsoever.

**Declared Value:** It is a condition of this Protection that you shall declare the full replacement value of all Protected Property in your storage lot. Failure to do so will diminish any payment by the proportion the actual full replacement value bears to the Declared Value.

**Customer Retention:** This Protection is in excess of any amount indicated on the Confirmation of Protection as your retained amount, which amount shall be deducted from any claim for loss or damage. If no amount is indicated, we agree to accept responsibility for loss of or damage to Protected Property as defined.

**Other Protection:** This Protection does not apply in the event there is any other protection or any insurance available for Protected Property. If there is other protection or insurance available, this Protection shall only apply to any excess value of the lost or damaged Protected Property remaining after all other protection or insurance is exhausted but only up to the Declared Value. However this Protection shall not apply due to your inability to recover under any other protection or insurance for any reason whatsoever.

## Principal Limitations

### We do NOT agree to accept responsibility for:

- ◆ **Consequential loss** (*any losses that are not directly associated with the incident that causes a claim, unless specifically stated in this Policy*).
- ◆ Sentimental value
- ◆ Accounts, bills, deeds, evidences of debt, letters of credit, passports, documents, and railroad or other tickets, securities, notes, currency, money, numismatic and philatelic property, jewelry, watches or precious stones.
- ◆ Loss or damage caused by gradual deterioration, wear and tear, atmospheric or climatic conditions, perishables, sentimental value, inherent vice, vermin, insects and/or moths damage, wrinkled clothing, loss in value, delay,
- ◆ Scratching, denting or marring of any automobile or camper, unless we or our agent or our contractor and you or your representative both agree and sign a "Certificate of Condition" or similar document stating the condition of the automobile or camper prior to the commencement of storage, noting all defects. There is no Protection for loss of or damage to non-factory installed accessories in or on the automobile or camper not specifically declared and valued or for any property packed, stored or contained in the automobile or camper.
- ◆ Loss of data from any CD Rom, floppy disk or other means of electronic storage.
- ◆ Any loss, damage, expense or liability of whatever nature arising out of or in any way connected with, whether directly or indirectly, the use or operation of any computer, computer system, computer software, program or process or any electronic system where any such loss, damage, expense or liability arises, whether directly or indirectly, as a consequence of (i) the date change to the year 2000 or any other date change and/or (ii) any change or modification of or to any such computer, computer system, computer software, program or process or any electronic system in relation to any such date change.

### We do not agree to accept responsibility for loss or damage arising from:

- ◆ Mold and/or mildew
  - ◆ Atmospheric or climatic conditions including rust
  - ◆ Inherent vice and moths
  - ◆ Electrical, electronic and/or mechanical derangement
  - ◆ Delay
  - ◆ War, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, capture, seizure, arrest, restraint, or detainment (piracy excepted) and the consequences thereof or any attempt thereat. There is NO protection for loss or damage arising from the use of weapon(s) of war employing atomic or nuclear fission or fusion.
  - ◆ Any terrorist or any person acting from a political motive.
- Ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel, the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof, any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
- ◆ The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.
  - ◆ Jewelry, precious stones, furs and other valuables, unless specifically declared and valued. Any such items are subject to an overall limit of US\$5,000 per storage lot. **Proof of valued and ownership will be required in the event of a claim.**
  - ◆ Monies, Securities and papers of value are excluded absolutely.
  - ◆ Any automobile or camper while operating under its own power except where necessary while being driven by an authorized driver in our direct employ or an employee under the direction of our agent or our contractor.
  - ◆ Undamaged parts of a pair or of a set. There is no Protection for parts of a pair or of a set which do not suffer physical loss or damage.

## **General Conditions**

1. **Declared Value:** Protected Property must be declared for value either by:
  - a. A written valued inventory showing the full replacement value of each item stored, or
  - b. If no written valued inventory of each item stored, the full replacement value of the total Protected Property, but in no case less than an amount equal to the total net weight of the Protected Property at US\$12 per lb. plus the separately declared value of any item, pair or set with a value excess of US\$1,500. There is no protection for any item, pair or set with a value excess of US\$1,500 unless it is separately declared and valued.

Items with individual value above US\$1,500. will require proof of value (appraisal or invoice) in the event of a claim. Clothes, shoes and/or handbags with individual values at or above US\$1,500 will require proof of purchase

2. **Valuation of Automobiles, etc.:** Automobiles, campers, boats, motorcycles and trailers must be declared and valued at their full cost of replacement with another of the same year, make, model and condition.
3. **High Value Items above US\$5,000:** Individual items valued at or above US\$5,000 will require a conditions report from Origin or photos to document the conditions before packing. If this information is not provided, high value items could be limited to a settlement of US\$1,500 in the event of a claim.

4. **Duration of Obligation:** This Protection begins when we or our agent or our contractor have received and accepted the

Protected Property, and only after we have agreed to accept responsibility for loss of or damage to the Protected Property under the terms and conditions of this Protection, and continues while the Protected Property remains in storage in an approved storage facility. This Protection will continue until professional delivery to your residence provided the distance to that residence does not exceed fifty (50) miles. This Protection will also cease if the charges for this Protection are in arrears on the 60th day following expiry of the period for which protection charges have been paid. Delivery into a self-storage unit is considered as delivery to residence.

4. **Claims Notification:** In the event of loss or damage which may give rise to a claim under this Protection you must give immediate notice to us or to **Willis Relocation Risk Group** ("Willis") in no event later than 30 days after delivery of the Protected Property. You must present your fully documented claim in its entirety to us or to Willis no later than 60 days after the original notification of your intent to file a claim. Failure to provide either the required notice or to submit a fully documented claim will stop you from receiving payment under this Protection.

5. **Claims Adjustment:** As a condition of this Protection, we may, in whole or in part be entitled to repair or offer an appearance allowance for loss or damage. We have the right to request proof of ownership, or value or original receipts or appraisals for an item claimed as lost or damaged. If this is not provided we have the right to limit liability to US\$1,500. Where settlement amounts to the full protected value of a damaged article, we reserve the right to salvage such article as property of the insurers.

Appearance allowance will be offered for items that do not constitute a constructive total loss but cannot be repaired.

### **Maximum liability of US\$1,500 for missing cartons if value and contents cannot be proven.**

7. **Fraud:** If the Insured or anyone acting on its behalf makes a claim which is fraudulent and/or intentionally exaggerated and/or supported by a fraudulent statement or other lie, the Insured shall not be entitled to any benefit under this policy whether in respect of the fraudulent claim or otherwise. The Insurer shall be entitled to recover from the Insured any amounts already paid in respect of the fraudulent claim

6. **Waiver and Assignment:** In consideration of this Protection, you waive any and all direct or indirect claims against us and our agents and our contractors related to loss of or damage to the Protected Property except as protected under these terms and conditions. Upon payment for any loss or damage under this Protection, we will automatically be assigned all your interest in any claim against any other party to seek recovery for the

loss or damage. You agree to fully cooperate with us in providing testimony, statements, documents, etc., as necessary for the pursuit of such recoveries.

7. **Preservation of Protected Property:** In the event of any loss or potential loss or damage that might be subject to this Protection, you must promptly take all reasonable steps including legal suit at your expense to avoid or minimize such loss or potential loss or damage. You must also protect any rights against any other parties who may be responsible for any loss or damage. We will reimburse you the reasonable costs of such actions properly taken, subject to any applicable Customer Retention.

8. **Reasonable Dispatch:** It is a condition of this Protection that you shall act with reasonable dispatch in all circumstances within your control.

9. **Service of Suit Clause.** This insurance shall be governed by and construed in accordance with the laws of England & Wales. Any dispute arising out of or in connection with it shall be subject to the exclusive jurisdiction of the courts of England & Wales.