Inland Marine Insurance
Property In Storage

Contract

Words and phrases that appear in **bold** print have special meanings and are defined in the definitions section of this contract.

Throughout this contract the words "you" and "your" refer to U-Haul Canada Ltd. (“U-Haul”) and the lessee who has purchased this insurance. The words "we", "us" and "our" refer to the Company providing this insurance.

Coverage

Property in storage

We will pay for direct physical loss or damage to **property in storage** caused by or resulting from a peril not otherwise excluded, not to exceed the applicable Limit Of Insurance purchased by the **lessee**.

Attachment and Termination of Coverage

Coverage begins, subject to all terms, conditions and limitations of this policy, when you have rented or leased the applicable storage unit, but not unless the **lessee** has elected to purchase insurance and not before the effective date of this Contract.

Coverage ends when the first of the following occurs;

- your rental or lease of the storage unit ceases;
- this policy or contract expires or is cancelled; or
- you conclude removal of the **property in storage** from the rented or leased storage unit.

Additional Coverage

Unless otherwise stated, the following Additional Coverages are provided only if a Limit of Insurance for such Additional Coverage is shown in the Declaration

Debris Removal

We will pay for the costs you incur to remove debris of damaged **property in storage** caused by or resulting from a peril not otherwise excluded.

A. The most we will pay for debris removal is the lesser of:
   1. 25% of the covered direct physical loss or damage; or
   2. the remaining applicable Limit Of Insurance for **property in storage** shown in the Declarations after payment of the covered direct physical loss or damage.

B. If the amount in A. above is insufficient to pay the debris removal, we will pay the remaining debris removal, subject to the applicable Limit Of Insurance for Debris Removal shown in the Declarations.

   Debris removal will be paid only if:
   - reported to us in writing within 180 days of the date of the direct physical loss for date to **property in storage**; and
   - a Limit of Insurance applicable to the loss or damaged **property in storage** is shown in the Declarations.

   Debris removal does not apply to costs to:
   - clean up or remove **pollutants** from air, land or water, either inside or outside of a building or other structure; or
   - clean up, remove, restore or replace polluted air, land or water, either inside or outside of a building or other structure.

Inventory or Appraisals	We will pay for the cost of any inventory or appraisal that we require from you to determine the extent of direct physical loss or damage to **property in storage** not to exceed the applicable Limit Of Insurance for Inventory Or Appraisals shown in the Declarations.

Pollution Clean up or Removal

We will pay the costs you incur to clean up or remove **pollutants** from air, land or water, either inside or outside of a building or other structure, if:

- the **pollutants** were part of **property in storage**; and
- the discharge, dispersal, seepage, migration, release, or escape of the **pollutants** is caused by or results from a peril not otherwise excluded.

The costs will be paid only if they are reported to us in writing within 180 days of the date the peril occurred which caused or resulted in the discharge, dispersal, seepage, migration, release or escape of the **pollutants**.

The applicable Limit Of Insurance shown in the Declarations for Pollutant Clean Up Or Removal is the most we will pay for the sum of all such covered costs caused by or resulting from perils not otherwise excluded that occur during each separate 12 month policy period, regardless of whether

this Additional Coverage appears in any other contract or contracts that form part of this policy.

We will not pay for the costs to test for, monitor, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of **pollutants**, other than payment for testing which is performed during the clean up or removal of the **pollutants** from the air, land, or water, either inside or outside of a building or other structure.

Exclusions

Acts or Decisions

This insurance does not apply to loss or damage caused by or resulting from acts or decisions including the failure to act or decide, of any person, group, organization or governmental body.

This exclusion does not apply to ensuing loss or damage unless another exclusion applies

Biological Agents

This insurance does not apply to loss or damage:

- which is a **biological agent**:
- which is in any way attributed to the presence of a **biological agent**; or
- caused by or resulting from a **biological agent**,

regardless of any other cause or event that directly or indirectly:

- contributes concurrently to; or
- contributes in any sequence to,

the loss or damage, even if such other cause or event would otherwise be covered.

Death or Injury

This insurance does not apply to any injury, sickness, disease, death, emotional injury, emotional distress or humiliation of any person, livestock or animal

Disappearance

This insurance does not apply to loss or damage caused by or resulting from disappearance or shortage disclosed on taking inventory, where there is no physical evidence to show what happened.

Dishonesty

This insurance does not apply to loss or damage caused by or resulting from fraudulent, dishonest, or criminal acts or omissions committed alone or in collusion with others by you, your partners, directors, trustees, and employees or by anyone authorized to act for you, or anyone to whom you have entrusted covered property for any purpose.

Flood

This insurance does not apply to loss or damage caused by or resulting from **flood**, regardless of any other cause or event that directly or indirectly:

- contributes concurrently to; or
- contributes in any sequence to,

the loss or damage, even if such other cause or event would otherwise be covered.

Governmental Action

This insurance does not apply to loss or damage caused by or resulting from seizure, confiscation, expropriation, nationalization or destruction of property by order of governmental authority, regardless of any other cause or event that directly or indirectly:

- contributes concurrently to; or
- contributes in any sequence to,

the loss or damage, even if such other cause or event would otherwise be covered.

This exclusion does not apply to loss or damage caused by or resulting from acts of destruction ordered by governmental authority:

A. when taken at the time of a fire to prevent its spread, if the fire would be covered under this insurance; or

B. if the act of destruction is made necessary by direct physical loss or damage to:

   1. **property in storage**; or
   2. a conveyance in or on which **property in storage** is loaded; caused by a peril not otherwise excluded.

Improper Handling

This insurance does not apply to loss or damage caused by or resulting from improper packing, leakage, breakage, shifting of cargo, marring, scratching, dampness or atmosphere, dryness of atmosphere, extremes of changes of temperature, shrinkage, evaporation, loss of weight, rust contamination, changes in flavour or color or texture or finish.

This Improper Packing exclusion does not apply to ensuring loss or damage caused by or resulting from a **named peril.**

Inherent Vice/Latent Defect

This insurance does not apply to loss or damage caused by or resulting from inherent vice or latent defect or any quality within any **property in storage** which causes loss or damage to it.

Inundation, Back-up and Mudflow	This insurance does not apply to loss or damage caused by or resulting from Inundation, Back-up And Mudflow.
Insects or Animals	This insurance does not apply to loss or damage caused by or resulting from nesting or infestation by, or discharge or release of waste products or secretions of any insect or other animal. This Insects or Animals exclusion does not apply to ensuing loss or damage caused by or resulting from a peril not otherwise excluded.
Loss of Market	This insurance does not apply to loss or damage caused by or resulting from loss of market, loss of use or delay.
Nuclear Hazard	This insurance does not apply to loss or damage caused by or resulting from nuclear reaction or radiation, or radioactive contamination, regardless of any other cause or event that directly or indirectly: • contributes concurrently to; or • contributes in any sequence to, the loss or damage, even if such other cause or event would otherwise be covered. This exclusion does not apply to ensuing loss or damage caused by or resulting from **fire or lightning**, if the **fire or lightning** would be covered under this insurance.
Planning, Design, Materials Or Maintenance	This insurance does not apply to loss or damage (including the costs of correcting or making good) caused by or resulting from any faulty, inadequate or defective: • planning, zoning, development, surveying, site selection; • design, specifications, plans, workmanship, repair, construction, renovation, remodeling, grading, compaction; • materials used in repair, construction, renovation or remodeling; or • maintenance, of part or all of any property wherever located.
Pollutants	This insurance does not apply to: A. loss or damage caused by or resulting from the mixture of or contact with property and a **pollutant** when such mixture or contact causes the property to be impure and harmful to: 1. itself or other property; 2. persons, animals or plants; 3. air, land or water; or 4. any other part of an environment,

either inside or outside of a building or other structure. This exclusion applies regardless of any other cause or event that directly or indirectly:

- contributes concurrently to; or
- contributes in any sequence to,

the loss or damage, even if such other cause or event would otherwise be covered.

But Paragraph A. does not apply to:

1. the mixture of or contact between property and **pollutants** if the mixture or contact is directly caused by or directly resulting from a **named peril**;
2. the mixture of or contact between property you own, use or operate and **pollutants** if:
   a. the **pollutants** were part of or emitted from such property; and
   b. the mixture of or contact between such property and **pollutants** is directly caused by or directly resulting from direct physical loss or damage to such property directly caused by or directly resulting from a peril not otherwise excluded;
3. a gas, water or other liquid which escapes from processing equipment, plumbing systems, refrigeration systems, cooling systems or heating systems (other than underground oil tanks, underground piping or underground tubing) provided such gas, water or other liquid is intended to be contained in such processing equipment, plumbing systems, refrigeration systems, cooling systems or heating systems;
4. any solid, liquid or gas used to suppress fire;
5. water which:
   a. backs up or overflows through sewers, drains or sump;
   b. seeps or leaks through basements, foundations, roofs, walls, floors or ceilings of any building or other structure; or
   c. enters doors, windows or other openings in any building or other structure.

   Paragraphs 2 through 4 above do not apply to loss or damage involving:

   1. radon or any other naturally occurring gaseous irritant or contaminant;
   2. organisms or micro-organisms including bacteria, fungus, mould, or their spores or products; or
   3. viruses or other pathogens; or

B. any increase in costs, loss or damage associated with the enforcement of any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants** regardless of any other cause or event that directly or indirectly:

- contributes concurrently to; or
- contributes in any sequence to,

the loss or damage, even if such other cause or event would otherwise be covered.

Terrorism	This insurance does not apply to loss or damage caused by or resulting from **terrorism** or by any activity or decision of a government agency or other entity to prevent, respond to or terminate **terrorism**. Such loss or damage is excluded regardless of any other cause or event that directly or indirectly: • contributes concurrently to; or • contributes in any sequence to; the loss or damage, even if such other cause or event would otherwise be covered.
Theft	This insurance does not apply to loss or damage caused by or resulting from **theft**.
War And Military Action	This insurance does not apply to loss or damage caused by or resulting from: • war, including undeclared or civil war; • warlike action 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; or • insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these, regardless of any other cause or event that directly or indirectly: • contributes concurrently to; or • contributes in any sequence to, the loss or damage, even if such other cause or event would otherwise be covered.
Wear And Tear	This insurance does not apply to loss or damage caused by or resulting from wear and tear or gradual deterioration.
Wet and Dry Rot	This insurance does not apply to loss or damage caused by or resulting from wet or dry rot.
Coverage Territory	The coverage territory is anywhere within Canada.
Limits Of Insurance	The most we will pay in any one **occurrence** is the amount of loss or damage, not to exceed the applicable Limit Of Insurance shown on a certificate of insurance issued to the **lessee**.
Deductible	We will pay the amount of loss or damage in excess of the $100.00 deductible per **occurrence**.
Loss Payment Basis	Subject to the applicable Limit Of Insurance for Property In Storage, the **lessee** elected to purchase **property in storage** is valued on an actual cash value basis as described below.

Actual Cash Value Basis

Lost or damaged **property in storage** will be valued at the full cost to repair or replace it on the date of loss or damage with material of like kind and quality, less allowance for each of the following:

- physical deterioration;
- depreciation;
- obsolescence; and
- depletion

Our Loss Payment Options

In the event of loss or damage covered by this insurance, at our option we will pay the least of the following:

- pay the actual cash value of the lost or damaged **property in storage**;
- pay the cost of repairing the lost or damaged **property in storage** to its condition immediately before the loss;
- pay the cost of replacing the lost or damaged **property in storage** with substantially identical property.

Loss Payment Basis Exceptions

Pairs and Sets

We will not pay for the value of any undamaged **property in storage** that is part of several parts when a part is lost or damage.

Conditions

Abandonment

There can be no abandonment of any **property in storage** to us unless we specifically agree to such abandonment in writing.

Appraisal

If you and us do not agree on the amount of the loss or damage, either party may make a written demand for an appraisal of the loss or damage. In this event, you will select and pay a competent and impartial appraiser, and we will select and pay a competent and impartial appraiser. The two appraisers will select an umpire. If the appraisers cannot agree on an umpire, either may request that a judge of a court having jurisdiction make the selection. Each appraiser will separately state the value of the property and the amount of the loss or damage. If the appraisers do not agree, within fifteen (15) days, they will submit their statements to the umpire. Agreement by the umpire and either of the appraisers will be binding on you and us.

You and us will equally share any other appraisal costs and the costs of the umpire. If there is an appraisal, we will still retain our right to deny the claim.

Canadian Currency

All limits of insurance, premiums and other amounts as expressed in this policy are in Canadian currency, unless stated otherwise.

Cancellation

The first named insured may cancel this policy or any of its individual coverages at any time by sending us a written request or by returning the policy and stating when thereafter cancellation is to take effect.

We may cancel this policy or any of its individual coverages at any time by sending to the first named insured a notice 90 days (20 days in the event of non-payment of premium) in advance of the cancellation date. Our notice of cancellation will be sent by registered mail to the first named insured's last known address, and will indicate the date on which coverage is terminated. If notice of cancellation is sent by registered mail, proof of such mailing will be sufficient proof of notice.

The unearned premium will be computed on a pro rata basis. Any unearned premium will be returned to the first Named Insured as soon as practicable.

Cancellation of Property In Storage

This insurance may be cancelled at any time at the request of the lessee with respect to their interests. Premium for the month in which the notice of cancellation is given by the lessee, however, is fully earned and there will be no return premium due to the lessee for such month. This insurance may be cancelled at any time by you and/or us by giving the lessee ten (10) days written notice of cancellation. Notice mailed to the address shown on the rental contract shall be sufficient notice to the lessee. Notice of cancellation by you and/or us will state that the excess of paid premium above the pro-rata for the expired time, if not tendered, will be refunded on demand.

Changes

This policy can only be changed by a written endorsement that becomes part of this policy. The endorsement must be signed by one of our authorised representative.

Compliance by insureds

We have no duty to provide coverage under this policy unless you and any other involved insured have fully complied with all of the terms and conditions of the policy.

Conformance

Any terms of this insurance which are in conflict with the applicable statute of the Province in which this policy is issued are amended to conform to such statutes.

Compliance With Applicable Trade Sanction Laws

It is agreed that this insurance does not apply to the extent that trade or economic sanctions or other similar laws or regulations prohibit the coverage provided by this insurance.

Concealment Or Misrepresentation

This insurance is void if you or any other insured intentionally conceals or misrepresents any material fact or circumstance relating to this insurance at any time.

Insured duties in the event of loss of damage

You must see to it that the following are done in the event of loss or damage:

- Notify us, or one of our authorized representatives, as soon as possible, as to what occurred. Include a description of the property involved, the time and place of the loss or damage, and names and addresses of available witnesses.
- Send us a signed, sworn statement of such loss, damage or **occurrence** within ninety (90) days from the date of discovery of such loss, damage or **occurrence**.
- Notify the police if a law may have been broken.

- Take every reasonable step to protect the property from further damage, and keep a record of your expenses necessary to protect such property for consideration in the settlement of the property claim. This will not increase any Limit of Insurance. Also, if feasible, set such damaged property aside and in the best possible order for examination.
- If you intend to continue your business you must resume all or part of your operations as quickly as possible.
- File with us, or with our authorized representative, sworn proof of loss within 90 days after the date of loss or damage.
- Co-operate with us in the investigation, settlement or handling of any claim.
- Authorize us to obtain records or reports necessary for our investigation.
- At our request, give us complete inventories of the damaged and undamaged property. Include quantities, costs, values and amount of loss or damage claimed.
- As often as may be reasonably required, permit us to inspect the property and examine your books and records.
- Permit us to take samples of the damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.
- Permit us to examine any insured under oath, outside the presence of any other insured at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

Legal action against us

No legal action may be brought against us unless:

- there has been full compliance with all the terms of this insurance; and
- the action is brought within three years after the date on which the direct physical loss or damage occurred.

Loss Payable

For insured **property in storage** in which both you and a Loss Payee shown in the Declarations have an insurable interest, we will:

- adjust losses with you;
- pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.

Loss Payment

A. We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss, if the lessee has complied with all of the terms of this insurance, and
   1. we have reached agreement with the lessee on the amount of loss; or
   2. an appraisal award has been made.
B. We may adjust losses with the owners of lost or damaged **property in storage**. If we pay the owners, such payments will satisfy your claims against us for the **property in storage**. We will not pay the owners more than their financial interest in the insured **property in storage**.

C. We may adjust losses with the owners of lost or damaged **property in storage** if other than the lessee. If we pay the owners, such payments will satisfy your claims against us for the owners' **property in storage.** We will not pay the owners more than their financial interest in such property.

We may elect to defend the lessee against suits arising from claims of owners of **property in storage**. We will do this at our expense.

No Benefit To Bailee

No person or organization other than you will benefit from this insurance.

Recovered Property In Storage

If any lost or damaged **property in storage** is recovered by you or us after a loss payment is made, the party making the recovery must give the other party prompt notice.

If any lost or damaged **property in storage** has a salvage value, we shall control the disposition of such salvage.

When **property in storage** is recovered, your customer may:

- keep the recovered property in storage and return the loss payment to us; or
- keep the loss payment and we will keep the recovered **property in storage**.

If any recovered **property in storage** has salvage value, or if there is any money recovered through subrogation, we will reimburse you from the amount recovered for:

- the deductible amount that was paid;
- the penalties you paid as a result of Coinsurance, if applicable, or any applicable reporting condition of this insurance; and
- any uninsured loss resulting from an insufficient Limit Of Insurance.

If there are any expenses in recovering any lost or damaged **property in storage**, or through subrogation, we will share the expenses with you in proportion to the amount we are each reimbursed.

Reporting

U-Haul agrees to keep and maintain an accurate record of its business as it relates to this insurance. U-Haul agrees to report to us monthly, on or before the twentieth (20) of each month, the total number of lessee's on the last day of the previous month, showing the computation of the total premiums for the preceding monthly billing period.

Special Condition

Any violation of the lease or rental agreement by the lessee or their legal representatives, other than for non-payment of the rental fee or lease, shall void coverage under this policy.

Transfer of rights and duties

Your rights and duties under this insurance may not be transferred without our written consent. However, if you die, then your rights and duties will be transferred to your legal representative, but only while acting within the scope of duties as your legal representative, or to anyone having temporary custody of your property until your legal representative has been appointed.

Transfer of rights of recovery to us

If any person to or for whom we make payment under this insurance has right to recover damages from another, those rights are transferred to us to the extent of our payment, provided however that we will be entitled to only the excess to which you are entitled from another after you have been fully compensated for your loss. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair our rights.

Who is Insured

U-Haul Co. (Canada) Ltd. is the Named Insured. You are an additional insured if you are **lessee** who has elected to purchase this insurance as per certificate on file with Insurer.

Definitions

WHEN USED WITH RESPECT TO INSURANCE UNDER THIS CONTRACT:

Biological Agents

Biological agents means any:

A. 1. bacteria;
   2. mildew, mould, or other fungi;
   3. other micro-organisms; or
   4. any mycotoxins, spores, or other by-products of any of the foregoing;

B. viruses or other pathogens (whether or not a micro-organism); or

C. colony or group of any of the foregoing.

Burglary

Burglary means the act of stealing property by forcible and illegal entry, and for which a police report has been filed, into a securely locked storage space evidenced by visible signs made by tools, explosives, electricity or chemicals of such forcible entry upon the exterior of the storage space The mere absence of a lock or padlock will not constitute visible signs of forced entry

Explosion

Explosion means explosion including the malicious use of explosives.

Explosion does not mean mechanical breakdown, including rupture or bursting caused by centrifugal force. If loss or damage caused by or resulting from a **named peril** ensues, we will pay for that ensuing loss or damage.

Fire Or Lightning

Fire or lightning means fire or lightning and also includes direct physical loss or damage caused by or resulting from fire:

- caused by or resulting from nuclear reaction, nuclear radiation or radioactive contamination; or
- caused by or resulting from acts of destruction ordered by governmental authority when taken at the time of a **fire or lightning** to prevent its spread, if the **fire or lightning** would be covered under this insurance.

Flood	**Flood** means: • waves, tidal water or tidal waves; or • rising or overflowing or breaking of any boundary; of natural or man-made lakes, reservoirs, ponds, brooks, rivers, streams, harbours, oceans or any other body of water or watercourse, whether driven by wind or not. **Flood** does not include tsunami resulting from earthquake.
Inundation, Back-up And Mudflow	**Inundation, back-up and mudflow** means: A. surface water; B. mudslide or mudflow; C. water that backs up or overflows from a sewer, drain or sump; or D. water under the ground surface pressing on, or flowing or seeping through: 1. foundations, walls or paved surfaces; 2. basements, whether paved or not; or 3. doors, windows or other openings. **Inundation, back-up and mudflow** does not mean ensuing loss or damage caused by or resulting from a **named perils**.
Holdup	**Holdup** means the stealing of insured property by violence or threat of violence against an insured or employee of the storage facility to gain unlawful entry into the storage space, where a police report has been filed.
Lessee	**Lessee** means a person who has leased storage space from U-haul and elects to purchase this insurance.
Named Peril	**Named peril** means: • aircraft or self-propelled missiles; • **explosion**; • **fire or lightning**; • leakage from fire protection equipment; • mine subsidence; • **riot or civil commotion**; • sinkhole collapse; • smoke; • **vandalism**; • vehicles; • volcanic action; or • **windstorm or hail**.

Occurrence

Occurrence means:

A. for earthquake, including any resulting tsunami:
   1. one earthquake; or
   2. a series of earthquake shocks occurring within any period of 168 hours;

B. for volcanic eruption:
   1. one volcanic eruption; or
   2. a series of volcanic eruptions occurring within any period of 168 hours;

C. for windstorm involving, in whole or in part, any of the perils of weather:
   1. one weather event; or
   2. a series of related weather events; or

for all other perils:

1. one event; or
2. a series of causally related events that:
   a. contribute concurrently to; or
   b. contribute in any sequence to,

the loss or damage.

For the purposes of this definition:

- earthquake does not include a **named peril** that ensues from earthquake; and
- any earthquake or volcanic eruption, or series of earthquake shocks or volcanic eruptions, will be deemed to occur at the time of the first shock or eruption.

Property In Storage

Property in storage means personal property which is owned by a **lessee,** a member of a **lessee**'s household or which is the property of others which the **lessee** is legally liable for and is in **storage** at a premise owned or operated by U-Haul.

Property in storage does not mean:

A. accounts, bills, coins, currency, contraband, deeds, evidences of debt, stamps, jewellery, watches, precious and semi-precious gems and stones, precious metals, furs or garments trimmed with fur, works of art or antiques;

B. aircraft, motor vehicles of any type whether licensed for road use or not, trailers, semi-trailers or watercraft;

C. buildings and other structures including equipment used to service such building or structure;

D. money, notes or securities; or

E. property not lawfully in the possession of the insured or his representative, or contraband.

Pollutants	**Pollutants** means: • any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fibers, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be disposed of, recycled, reconditioned or reclaimed; • organisms or micro-organisms including bacteria, fungus, mould, or their spores or products; or • viruses or other pathogens.
Riot Or Civil Commotion	**Riot or civil commotion** means: • acts of your striking employees or striking employees of a carrier for hire; and • looting occurring at the time and place of a riot or civil commotion.
Terrorism	**Terrorism** means an ideologically motivated unlawful act or acts, including but not limited to the use of violence or force or threat of violence or force, committed by or on behalf of any group(s), organization(s) or government(s) for the purpose of influencing any government and/or instilling fear in the public or a section of the public.
Theft	**Theft** means theft or pilferage. **Theft** does not mean; • **Burglary**; or • **Holdup**.
Vandalism	**Vandalism** means wilful and malicious damage or destruction. **Vandalism** does not mean theft.
Windstorm Or Hail	**Windstorm or hail** means windstorm or hail excluding frost or cold weather, snow, sleet or ice other than hail, whether driven by wind or not.

Inland Marine Insurance
Endorsement

Policy Period	From: April 30, 2024	To: April 30, 2025
Effective Date	April 30, 2024	
Policy Number	668 8845	
Insured	U-Haul Co. (Canada) Ltd.	
Name of Company	Chubb Insurance Company of Canada	
Date Issued	January 26, 2024	

This Endorsement applies to the following forms:

All Applicable Policy Forms

The following exclusion is added to this policy; supersedes any term, provision or endorsement to the contrary in this policy; and applies notwithstanding such term, provision or endorsement:

This policy excludes any and all loss, damage, cost, or expense (to the extent such terms are defined under this policy, such definitions apply) of any nature whatsoever directly or indirectly caused by or resulting from the following, regardless of any other cause or event, whether or not insured under this policy, contributing concurrently or in any other sequence thereto:

Any virus, bacteria or other microorganism that induces or is capable of inducing physical distress, illness or disease, or the fear or threat (whether actual or perceived) of any such virus, bacteria or microorganism, including any and all loss directly or indirectly caused by any action or inaction of the NAMED INSURED or any action or order of a government undertaken in response to, or intended to detect, control, prevent, suppress, mitigate or remediate, the actual, suspected, or anticipated presence of any virus, bacteria or other microorganism that induces or is capable of inducing physical distress, illness or disease.

This exclusion does not apply to loss or damage caused by or resulting from moss or fungus (including mould and mildew), or any mycotoxins, spores, scents, or other by-products of fungi, if such loss or damage, including any exclusion thereof, is addressed in a separate provision elsewhere in this policy.

To the extent any exclusion relating to pollutants or contaminants refers to any virus, bacteria or other microorganism that is the subject of this exclusion, this exclusion supersedes.

Other policy provisions excluding coverage of loss due to virus, bacteria, or microorganism of a type other than that which induce or are capable of inducing physical distress, illness or disease remain in full force and effect.

All other terms and conditions remain unchanged.

President

Property Insurance
Endorsement

Policy Period	From: April 30, 2024	To: April 30, 2025
Effective Date	April 30, 2024	
Policy Number	668 8845	
Insured	U-Haul Co. (Canada) Ltd.	
Name of Company	Chubb Insurance Company of Canada	
Date Issued	January 26, 2024	

This Endorsement applies to the following forms:

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The following applies to all forms shown above:

Under Additional Coverages, the following is added:

Additional Coverages

Biological Agents Clean up or Removal

We will pay the costs you incur to clean up, remove, restore or replace covered property because of the presence of **biological agents** at the premises shown in the Declarations.

The most we will pay at the premises for the sum of all such covered costs that occur during each separate 12-month policy period, regardless of whether this Additional Coverage appears in any other contract or contracts that form part of this policy is $20,000.

We will not pay for the costs to test for, monitor, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of **biological agents**, other than payment for testing that is performed during the clean up or removal of the **biological agents**.

This Additional Coverage does not apply if the presence of **biological agents**:

A. is caused by or results from:

   1. a peril that is excluded under this insurance; or
   2. moisture, other than **water** or **flood**, if the **flood** would be covered under this insurance;

B. existed prior to the effective date shown in the Declarations;

C. are not reported to us in writing as soon as possible after you first become aware, or in the exercise of reasonable care, should have been aware, of the presence of the **biological agents.**

Under Exclusions, the Pollutants Exclusion is deleted and replaced by the following:

Exclusions

Pollutants

This insurance does not apply to:

A. loss or damage caused by or resulting from the mixture of or contact between property and a **pollutant** when such mixture or contact causes the property to be impure and harmful to:

1. itself or other property;
2. persons, animals or plants;
3. land, water or air; or
4. any other part of an environment,

either inside or outside of a building or other structure. This exclusion applies regardless of any other cause or event that directly or indirectly:

1. contributes concurrently to;
2. contributes in any sequence to; or
3. worsens,

the loss or damage, even if such other cause or event would otherwise be covered.

But paragraph A does not apply to:

1. the mixture of or contact between property and **pollutants** if the mixture or contact is directly caused by or directly results from a **specified peril**;

2. the mixture of or contact between property you own, use or operate and **pollutants** if:

   a. the **pollutants** were part of or emitted from such property; and

   b. the mixture of or contact between such property and **pollutants** is directly caused by or directly results from direct physical loss or damage to such property directly caused by or directly resulting from a peril not otherwise excluded;

This paragraph does not apply to loss or damage involving asbestos unless such loss or damage is caused by or results from a gas, water or other liquid that escapes from processing equipment, plumbing systems, refrigeration systems, cooling systems or heating systems (other than underground storage tanks, underground piping or underground tubing) provided such gas, water or other liquid is intended to be contained in such processing equipment, plumbing systems, refrigeration systems, cooling systems or heating systems;

3. a gas, water or other liquid that escapes from processing equipment, plumbing systems, refrigeration systems, cooling systems or heating systems (other than underground storage tanks, underground piping or underground tubing) provided such gas, water or other liquid is intended to be contained in such processing equipment, plumbing systems, refrigeration systems, cooling systems or heating systems;

4. any solid, liquid or gas used to suppress fire;

5. water that:

   a. backs up or overflows through sewers, drains or sump;

   b. seeps or leaks through basements, foundations, roofs, walls, floors or ceilings of any building or other structure; or

   c. enters doors, windows or other openings in any building or other structure.

Paragraphs 2 through 4 immediately above do not apply to loss or damage involving radon or any other naturally occurring gaseous irritant or contaminant.

B. any increase in costs, loss or damage associated with the enforcement of any ordinance or law that requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**, regardless of any other cause or event that directly or indirectly:

- contributes concurrently to;
- contributes in any sequence to; or
- worsens,

the loss or damage, even if such other cause or event would otherwise be covered.

But paragraph B does not apply to the Additional Coverage, Pollutant Clean-up Or Removal.

Under Policy Exclusions, the following is added:

Exclusions

Biological Agents

This insurance does not apply to loss or damage:

- which is a **biological agent**:
- which is in anyway attributed to the presence of a **biological agent** ; or
- caused by or resulting from a **biological agent** ,

regardless of any other cause or event that directly or indirectly:

- contributes concurrently to;
- contributes in any sequence to; or
- worsens,

the loss or damage, even if such other cause or event would otherwise be covered.

This Biological Agents exclusion does not apply:

A. when the presence of a **biological agent** results from:

   1. explosion;
   2. fire;
   3. leakage from fire protection equipment; or
   4. lightning; or

B. to the extent insurance is provided under the Biological Agent Clean Up Or Removal Additional Coverage.

Under Definitions, the Definition of Pollutants is deleted and replaced with the following:

Definitions

Pollutants

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fibers, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be disposed of, recycled, reconditioned or reclaimed.

Pollutants does not mean a **biological agent**.

Under Definitions, the following definitions are added:

Definitions

Biological Agents

Biological agents means any:

A. 1. bacteria;

2. mildew, mould, or other fungi;

3. other micro-organisms; or

4. any mycotoxins, spores, or other by-products of any of the foregoing;

B. viruses or other pathogens (whether or not a micro-organism); or

C. colony or group of any of the foregoing.

Water

Water means water that:

- escapes from processing equipment, plumbing systems, refrigeration systems, cooling systems or heating systems (other than underground storage tanks, underground piping or underground tubing) provided such water is intended to be contained in such processing equipment, plumbing systems, refrigeration systems, cooling systems or heating systems;
- backs up or overflows through sewers, drains or sump;
- seeps or leaks through basements, foundations, roofs, walls, floors or ceilings of any building or other structure; or
- enters doors, windows or other openings in any building or other structure.

All other terms and conditions remain unchanged.

President

Policy Conditions
Endorsement

Policy Period	From: April 30, 2024	To: April 30, 2025
Effective Date	April 30, 2024	
Policy Number	668 8845	
Insured	U-Haul Co. (Canada) Ltd.	
Name of Company	Chubb Insurance Company of Canada	
Date Issued	January 26, 2024	

This Endorsement applies to the following forms:

CE 80-02-9090 Common Policy Conditions

Under Common Policy Conditions, the following is added:

Conditions

Territorial Restriction

A. This insurance does not apply to any:

a) loss, liability, damages, costs or expenses incurred;

b) wrongful act committed;

c) claim, occurrence, suit, damage or injury;

d) investment or property (tangible or intangible);

e) commercial activity or physical or digital presence; or

f) coverage triggering event

in, with respect to, or directly or indirectly arising out of:

(i) Iran, North Korea, Syria, Cuba, Sudan;

(ii) any designated countries or regions shown in the Schedule below (collectively "Designated Country or Region");

(iii) any organization that is domiciled, located or conducting commercial activity in the countries listed in (i) directly above or such Designated Country or Region;

(iv) any organization that is majority owned or controlled by one or a combination of persons or organizations domiciled or located in the countries listed in (i) directly above or such Designated Country or Region; or

(v) any actions or inactions of any local, regional, provincial, territorial or federal governmental entity or regulatory authority of the countries listed in (i) directly above or such Designated Country or Region, regardless of whether such countries, Designated Country or Region, organization, governmental entity, or regulatory authority is designated on any sanctions list to which this policy is subject.

B. The addition of this endorsement does not imply that other policy provisions, including but not limited to any provision addressing compliance with applicable sanctions, do not also exclude coverage for the subject of this endorsement.

C. To the extent any term used above is defined in this policy, such definition shall apply to this endorsement.

Schedule

Designated Countries Or Regions:

N/A

All other terms and conditions remain unchanged.

President

Conditions	The following Conditions are included under each part of the policy, unless stated otherwise.
Audit of books and records	We may audit your books and records as they relate to this insurance at any time during the term of this policy and up to three (3) years afterwards.
Cancellation	The first Named Insured may cancel this policy or any of its individual coverages at any time by sending us a written request or by returning the policy and stating when thereafter cancellation is to take effect. We may cancel this policy or any of its individual coverages at any time by sending to the first Named Insured a notice 90 days (20 days in the event of non-payment of premium) in advance of the cancellation date. Our notice of cancellation will be mailed to the first Named Insured's last known address, and will indicate the date on which coverage is terminated. If notice of cancellation is mailed, proof of mailing will be sufficient proof of notice. The earned premium will be computed on a pro rata basis. Any unearned premium will be returned as soon as practicable.
Changes	This policy can only be changed by a written endorsement that becomes part of this policy. The endorsement must be signed by one of our authorised representative.
Compliance by insureds	We have no duty to provide coverage under this policy unless you and any other involved insured have fully complied with all of the terms and conditions of the policy.
Conformance	Any terms of this insurance which are in conflict with the applicable statute of the Province in which this policy is issued are amended to conform to such statutes.
First named insured	The person or organisation first named in the Declarations is primarily responsible for payment of all premiums. The first Named Insured will act on behalf of all other Named Insureds for the giving and receiving of notice of cancellation or non-renewal and the receiving of any return premiums that become payable under this policy.
Inspections and surveys	We may: • Make inspection and surveys at any time; • Give you reports on the conditions we find; and • Recommend changes. Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organisation to provide for the health or safety of workers or the public. And we do not warrant that conditions: • Are safe or healthful; or • Comply with laws, regulations, codes or standards.

	This condition applies not only to us, but also to any rating, advisory, rate service or similar organisation, which makes insurance inspections, surveys, reports or recommendations for us.
Titles of paragraphs	The titles of the various paragraphs of this policy and endorsements, if any, attached to this policy are inserted solely for convenience or reference and are not to be deemed in any way to limit or affect the provisions to which they relate.
Transfer of rights and duties	Your rights and duties under this insurance may not be transferred without our written consent. However, if you die, then your rights and duties will be transferred to your legal representative, but only while acting within the scope of duties as your legal representative, or to anyone having temporary custody of your property until your legal representative has been appointed.
When we do not renew	If we decide not to renew this policy, we will mail or deliver to the first Named Insured stated in the Declarations written notice of the non-renewal not less than 90 days before the expiration date. If notice of non-renewal is mailed, proof of mailing will be sufficient proof of notice.