# ela[container]

#### **ELA Offshore Container Protection Plan**

Your ELA rental modules and all ELA rental accessories and furniture are automatically insured from the day of ordering until the last day of your rental period with the ELA Container Protection Plan. For a minimal insurance fee per container, the Container Protection Plan ensures optimal protection of the rented assets. Any damages to the modules, the accessories or the furniture and furnishing are covered by the policy, allowing them to be rectified by ELA Container Offshore GmbH quickly at no cost\*, with the exception of an excess/deductible of EUR 2.500,- per container. This includes transport charges, repairs and any intermediary measures required to prevent further damages to ELA assets\*.

\* Please see offshore exceptions / limitations in overleaf!

#### Scope

The insurance cover is only valid within Europe. In case the insured container / accessory is lifted from the vessel in another European country and placed onshore for a longer period of time, special conditions apply, which needs to be inquired about.

#### Benefits:

- 1. Removal of all risk at an all-in rate per module.
- 2. Everything from a single source Our service ensures quick support in case of damages, without requiring intervention or approval from a third party.

The following risks are covered by the ELA Container Protection Plan:

- + Fire, including lightning strike and explosion
- + Water damage from potable water system/ tap water
- + Storm & hail
- Damage caused by natural forces (Flooding (not offshore), Landslide, Earthquake)
- Theft of the module and/or Burglary of furniture & furnishings
- + Vandalism (incl. Graffiti) after burglary or attempted burglary

### **Duties of the Principal:**

It is the duty of the principal:

- + To prevent or reduce any damages to the best of his/her ability
- + To report any damages, without any delay, to the contractor, either verbally, via telephone or email
- + To contact the contractor (verbal/by telephone) for assistance to minimise/reduce the extent of the damage where/when possible and if the situation allows
- + To follow the instructions from the contractor to minimise any damages, as far as these are reasonable
- + To report any damages due to criminal/illegal activities (e.g. theft, vandalism) to the responsible local authorities (e.g. police) as well as to the contractor
- + The contractor and the authorities should be provided with a comprehensive list of damaged or missing items without any delays
- + To leave the damage pattern unchanged until the damaged area or the damaged items have been released by the contractor. If changes are unavoidable or required, the damage pattern must be clearly documented (e.g. through photos) and any damaged items must be stored until the contractor is able to inspect them
- + To provide all information, in writing if requested to do so, required to assess the height and cause of damages and scope of the contractor's obligation to perform, to ultimately establish the compensation due (if any)
- + To contact local fire departments in case of fire, when in port
- + To ensure that the module and piping is sufficiently heated in winter conditions or when there is a risk of frost. Alternatively, to drain all plumbing and protect the module from frost damages
- + To ensure that the unit is sufficiently vented

Should the principal be more than 10 days late on the rental payments, the ELA Container Protection Plan is expires and all risks are transferred to the principal.

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#### **Definitions of the risks**

#### Fire, including lightning strike and explosions

- + A fire, is fire that has occurred without a suitable/approved stove, or has left it, and is able to spread uncontrollably.
- + Lightning strike occurs when Lightning strikes an object. Damages to electrical equipment due to short-circuiting or power overload is only covered when the lightning strikes the insured modules directly.
- + Explosions are sudden bursts of energy, caused by rapid expansion of gasses or fumes.

#### Damages from potable water system / Tap water

+ Tap water is water that has leaked improperly from pipes or hoses of the water supply (supply or discharge lines) and other facilities connected to the pipe system of the water supply.

#### Storm and hail

- A storm is a weather related air movement with a wind force 8 (at least). This means windspeeds of at least 62 km/h.
- + Hail is naturally occurring precipitation in ice form.

Note: Ingress of water, snow or hail (or any other natural precipitation) is only covered when the ingress has occurred through an opening in the module, caused by the storm. Should the cause of the ingress be open windows, hatches or the blowing open of an unlocked door, the damages will not be covered by this policy.

#### Natural forces (Flooding (not offshore), landslides, earthquakes)

- + Flooding is the inundation of the location where the container has been placed with large amounts of surface water, coming from a) flooding from standing or flowing water (e.g. lakes or rivers), or, b) Naturally occurring precipitation, or c) leakage of groundwater to the surface as a result from a) and/or b).
- + Earthquakes are naturally occurring vibrations of the soil, caused by geographic processes in the interior of the earth. Earthquake can be assumed when the principal can provide evidence that a) the naturally occurring vibrations of the soil have caused damages in the surrounding area where the modules were placed to other buildings in perfect technical condition or other items in similar levels of resistance, or that b) the damages can only have been caused by the earthquake as they were in perfect condition prior to the event.
- + Landslides is the sliding of soil or rocks due to natural causes.

Note: If water ingress into the container is caused by large masses of snow, the damages incurred are not considered flooding and are not covered by this policy.

### Theft of the module and burglary of furniture and furnishings

- + Burglary: Illegal entry of the module with intent to commit a crime, especially theft.
- + Removal of a moveable object/item with the intention of unlawful appropriation for himself or a third party.

## Vandalism after burglary or attempted burglary

+ Vandalism occurs when a perpetrator enters the module and intentionally destroys or damages ELA furniture.

#### Offshore Exceptions / Limitations

The following exceptions and limitations apply to the offshore environment:

- + Damages due to waves, sinking and flushing with seawater are not covered.
- + Any repairs to be done in the offshore environment are treated as if the repair would occur in the nearest port (or agreed port of call). All costs incurred for transit/transport to and from the offshore location are excluded from cover.