

Trove Satisfaction Guarantee Terms

Last Updated: July 26, 2017

In the event that any Items are lost or damaged during the course of Storage Services, these Trove Satisfaction Guarantee Terms (“**Satisfaction Guarantee Terms**”) describe the conditions under which we will reimburse you for the cost of repair or replacement (whichever is lesser) of your lost or damaged Items. These Satisfaction Guarantee Terms are subject to and hereby incorporated by reference into our [Terms of Service](#). We reserve the right, at our discretion, to change these Satisfaction Guarantee Terms at any time; provided that any changes will not apply to any Storage Services that were booked prior to the effective date of such change. Please check these Satisfaction Guarantee Terms periodically for changes.

The guarantee offered under these Satisfaction Guarantee Terms is limited, and should not take the place of your own renter’s or homeowner’s insurance. You should check with your insurance agent to determine if your belongings are covered while in storage.

YOU ACKNOWLEDGE THAT BY ACCEPTING THESE SATISFACTION GUARANTEE TERMS OR BOOKING STORAGE SERVICES, YOU ARE INDICATING THAT YOU HAVE READ, AND THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY THESE SATISFACTION GUARANTEE TERMS. PLEASE READ THESE SATISFACTION GUARANTEE TERMS CAREFULLY.

YOU MUST COMPLY WITH ALL OF THE REQUIREMENTS AND CONDITIONS BELOW IN ORDER TO BE ELIGIBLE TO RECEIVE PAYMENTS FOR ANY COVERED LOSSES (DEFINED BELOW) UNDER THESE SATISFACTION GUARANTEE TERMS. PLEASE NOTE THAT LIABILITY FOR LOSS OR DAMAGE TO HOUSEHOLD GOODS IS GOVERNED BY THE CALIFORNIA PUBLIC UTILITIES COMMISSION UNDER ITS GENERAL ORDER NO. 136, AND THAT NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NOTHING IN THESE SATISFACTION GUARANTEE TERMS WILL BE DEEMED TO LIMIT ANY LIABILITY THAT CANNOT BE LIMITED UNDER GENERAL ORDER NO. 136. PLEASE CONTACT US AT TEAM@MYTROVE.COM IN THE EVENT YOU HAVE A CLAIM FOR LOSS OR DAMAGE THAT YOU BELIEVE TROVE MAY BE LIABLE FOR, WHICH IS NOT COVERED UNDER THESE SATISFACTION GUARANTEE TERMS.

YOU AGREE AND ACKNOWLEDGE THAT ANY AMOUNT OF COVERED LOSSES PAYABLE TO YOU UNDER THESE SATISFACTION GUARANTEE TERMS WILL BE REDUCED BY THE AMOUNTS YOU HAVE ALREADY COLLECTED FOR THE SAME COVERED LOSSES FROM A SOURCE OTHER THAN THESE SATISFACTION GUARANTEE TERMS, INCLUDING WITHOUT LIMITATION: (I) AMOUNTS RECEIVED UNDER AN INSURANCE POLICY, GUARANTEE OR INDEMNITY; OR (II) OTHER SOURCES OF RECOVERY.

1. **Definitions.** As used in these Satisfaction Guarantee Terms, the following capitalized terms have the meanings set forth below. Any capitalized terms not defined in these Satisfaction Guarantee Terms will have the meaning set forth in our [Terms of Service](#).
- **“Claim Agreement”** means a document provided by Trove, which includes your agreement:
 - i. to assign to Trove or its insurer any rights and remedies you may have to recover amounts paid to you by any other party that is financially responsible for the Covered Loss;
 - ii. to reasonably cooperate with us, including, at our request, appearing as a witness in any court, arbitration or like proceeding, if we seek to recover the amount paid to you with respect to the Covered Loss from any other party; and
 - iii. to refund to us any amounts that are erroneously paid to you.
 - **“Claim Form”** means any form and other documentation required for submitting a claim, as provided by Trove upon request.
 - **“Covered Items”** means your Items that you stored or moved via Storage Services in accordance with our Terms of Service. Covered Items exclude (i) Articles of Extraordinary Value as set forth in our [Terms of Service](#) and (ii) Prohibited Items, as set forth in our [Prohibited Items Policy](#).
 - **“Covered Losses”** means the Full Value of your Covered Items that are lost or damaged during Storage Services, up to the lesser of (i) the Declared Value of such Covered Items, or (ii) \$5,000 per Covered Item with Declared Value or \$1,000 per Covered Items without Declared Value; but excluding in each instance any amounts attributable to losses or damages that are Excluded Losses.
 - **“Declared Value”** means the value of your Covered Items that you declared prior to receipt of Storage Services in accordance with our Terms of Service and Customer Agreements.
 - **“Excluded Losses”** means losses or damage: (i) that occurred before or after the receipt of Storage Services; (ii) in excess of \$20,000 in the aggregate; (iii) that occurred in connection with a Force Majeure Event as set forth in our [Terms of Service](#), or (iv) that occurred to or in connection with any of the following: (a) Articles of Extraordinary Value as described in our [Terms of Service](#), (b) Prohibited Items as set forth in our [Prohibited Items Policy](#), (c) Items that were not packed by

the Movers providing Storage Services or were not inventoried by the Movers, (d) the internal electrical or mechanical functions of Items (including without limitation loss of data or recalibration) such as, but not limited to musical instruments, radios, stereo sets, television sets, computers, refrigerators, air conditioners, or other instruments or appliances, unless there is visible external damage to such Item, (e) furniture and goods made from pressboard, particleboard, MDF, plywood or similar low durable materials, (f) risks of contraband or illegal transportation or trade; (g) the breakage of china, glassware, or similar articles of a brittle or fragile nature unless such breakage results from either our negligence or from fire, lighting, theft, malicious damage, or by collision or overturning during Storage Services; or (h) loss or damage caused by or resulting from insects, moths, vermin, ordinary wear and tear, gradual deterioration, defect or inherent vice of the Items, including susceptibility to damage because of atmospheric conditions such as temperature and humidity or change therein.

- “**Full Value**” means the amount it would cost to replace damaged or destroyed Covered Items as a result of a Covered Loss.

1. Overview. Subject to the terms herein, these Satisfaction Guarantee Terms provide protection for loss or damage to your Covered Items that occurs during your use and as a result of the Storage Services, up to the following limits:

- \$5,000 per Covered Item with a Declared Value;
- \$1,000 per Covered Item without a Declared Value; and
- \$20,000 in the aggregate per customer for all Covered Items.

For purposes of clarity, in no circumstance will Trove be liable under these Satisfaction Guarantee Terms for loss or damage that is an Excluded Loss.

2. Eligibility. You must have (i) incurred Covered Losses during the provision of Storage Services and (ii) complied with the terms and conditions herein, in order to obtain payment under these Satisfaction Guarantee Terms.

- You must inspect the applicable Covered Item to determine whether there are any physical losses or damage to such Covered Item and complete and file a Claim Form within nine (9) months after return of your Covered Items or, if there is a failure to return such Covered Items, within nine (9) months after a reasonable time for such Covered Items’ return has elapsed.

- You must deliver a signed and sworn proof of loss (“**Proof of Loss**”) to us within nine (9) months after delivery or return of the applicable Covered Item via the Storage Services (or for lost Items, notification that the Covered Item has been lost), unless we provide a written extension of such deadline. The Proof of Loss must state your knowledge and belief as to the following:
 - i. Evidence and proof of a Covered Loss in the form of photographs, videos, documents and other verifiable forms of proof. This could include the date the Item was purchased, its original purchase price, the amount of depreciation that has occurred, the actual value at the time of the loss or damage, and in the case of damage, a repair estimate.
 - ii. The Full Value of each item of the Covered Items that is the subject of the Covered Loss.
- You must provide Trove with all information reasonably requested by Trove to determine the Full Value with respect to the Covered Items.
- You must comply with applicable provisions of Item 92 of Maximum Rate Tariff 4 (Claims of Loss or Damage).
- You must cooperate with Trove, including by signing any documents and timely responding to any reasonable requests by Trove for additional information or documentation that Trove or its insurer may require or request to process the applicable Claim Form, including (i) the original purchase price of such Covered Item, (ii) the date such Covered Item was acquired, the (iii) condition of such Covered Item, and (iv) the estimated cost of repair or replacement of such Covered Item.
- You must protect and preserve damaged Covered Items from further loss or damages.
- You must provide copies of and produce for examination the Covered Items and any documentation requested by Trove or its insurer to process claims for Covered Items.
- You must permit Trove, its insurer, or its designees to make inspections of Covered Items upon reasonable request. However, the right to make inspections, the making of inspections, and any analysis, advice, or inspection report will not constitute an undertaking by Trove, its insurer, or its designees to determine or warrant that damaged Covered Items is safe or healthful. We will have no liability to you or any other person because of any inspection or failure to inspect.

3. Payment. Trove will acknowledge receipt of the Claim Form within thirty (30) days of receipt. Within sixty (60) days of such receipt, Trove will provide you a notice indicating whether or not you are deemed eligible for payment of such Covered Loss, in whole or in part. If you are deemed ineligible, in whole or in part, such notice will state the basis for such ineligibility. As a condition of receipt of such payment, you may be required to execute and deliver to Trove a Claim Agreement. Trove may use third party service providers to assist in the processing of the Claim Form and in investigation and adjustment of payment requests relating thereto.

4. Acknowledgements.

- Any benefits available under these Satisfaction Guarantee Terms are conditioned on your pursuing all alternative payments and remedies available for such Covered Loss. Any amount of any Covered Losses payable under these Satisfaction Guarantee Terms will be reduced by the amount already paid to you or for your benefit by a third party for the same Covered Loss.
- These Satisfaction Guarantee Terms are not intended to constitute an offer to insure, do not constitute insurance or an insurance contract, and do not take the place of insurance obtained or obtainable by you.
- The benefits provided in these Satisfaction Guarantee Terms are solely as expressly set forth herein, and such benefits are not assignable or transferable by you.
- Trove reserves the right at its sole discretion, on behalf of itself or any third party assisting Trove, to independently investigate the facts and circumstances of a payment request set forth in a Claim Form you submit, notwithstanding your delivery of all additional materials and cooperation as set forth in these Satisfaction Guarantee Terms.

5. Modifications. We may update these Satisfaction Guarantee Terms at any time; provided that the version of these Satisfaction Guarantee Terms that was posted at the time you booked Storage Services will apply to any Covered Losses that were incurred during the provision of such Storage Service. Please check these Satisfaction Guarantee Terms periodically for changes when booking additional Storage Services in the future.