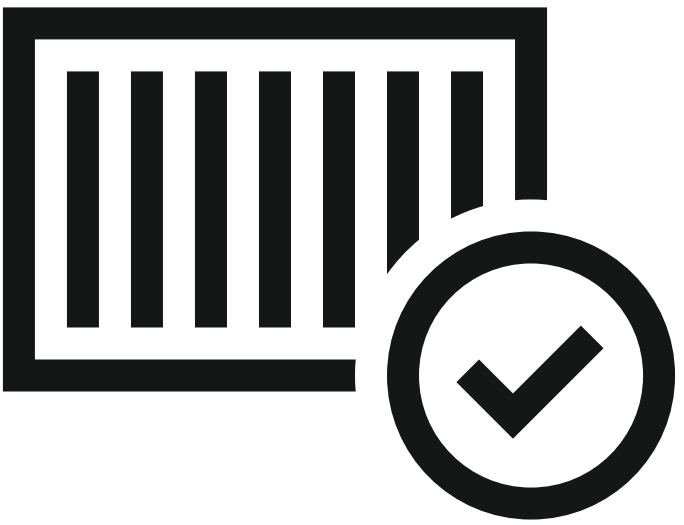
Container protection
Compensation in case of damage to rental containers including rental accessories

ela[container]



Short description

Your leased ELA containers and leased ELA accessories are protected from the order stage up until the last day of your lease. Our fully comprehensive package includes europe-wide ELA container protection. ELA guarantees optimum protection for a small fee per container. Damage to a leased ELA container and leased ELA accessories is promptly remedied by ELA. This includes costs for transport, repairs and provisional measures for protecting the container. You only bear the costs of the contractually agreed excess.

Benefits

- ✓ Risk, and your business costs, remain predictable.
- ✓ All under one roof – our service guarantees rapid assistance if damage occurs.

Risk coverage

- ✓ Fire, including lightning and explosion
- ✓ Mains water
- ✓ Storms and precipitation
- ✓ Damage caused by natural forces (flooding, landslides, earthquakes)
- ✓ Container theft and burglary of ELA furniture and accessories
- ✓ Vandalism of the container and of ELA furniture and accessories (including damage from graffiti)

Definition of hazards



Fire, including lightning and explosion

+ Fire is defined as a fire that has started without a specific source or has left it and is able to spread by itself.
+ Lightning is when a bolt of lightning strikes an item directly. Damage to electrical equipment resulting from short circuits or surges is only covered if a bolt of lightning struck the insured items directly.
+ An explosion is a sudden release of energy caused by the expansion of gases or vapours.

Please note: To reduce the risk of fire, electrical devices that are located in or brought into the containers must be subjected to a inspection in accordance with country-specific regulations.



Storms and precipitation

+ A storm is defined as wind measuring at least 8 on the Beaufort scale (wind speed of at least 62 km per hour or 39 miles per hour).
+ Precipitation is the amount of rain, snow or hail that falls to the ground.

Please note: With regard to the risk of storms and precipitation, the ingress of water, snow, etc. into the container is only covered if the corresponding openings were caused by the storm. If rain penetrates through windows or doors that are not closed, the container is not covered by the container protection.



Container theft and burglary of ELA furniture and accessories

+ Burglary: Entering, breaking into or using false keys or tools to enter a room of a building in order to commit theft
+ Removal of a movable item belonging to someone else with the intention of illegally appropriating it for oneself or a third party.
+ Furniture and accessories belonging to ELA are all the items on or in the container that are a mandatory part of the container or are included in the scope of lease

Please note: A prerequisite for our container protection is that the corresponding openings on the container were closed and locked at the time of the crime.



Mains water

+ Mains water is water that has leaked out of its sources, contrary to its intended purpose.

Please note: If water escapes from the corresponding source due to wilful or grossly negligent action, the container protection does not apply.



Damage caused by natural forces (flooding, landslides, earthquakes))

+ Flooding is when the ground and soil of the container site are flooded by significant amounts of surface water due to aa) surface water (standing or flowing) overflowing; bb) precipitation; cc) the emergence of groundwater on the surface due to aa) or bb).
+ An earthquake is a natural shaking of the ground caused by geophysical processes inside the earth. An earthquake shall be assumed if the Client proves that aa) the natural shaking of the earth in the area surrounding the container site caused damage to undamaged buildings or other resilient items, or bb) the damage can only have been caused by an earthquake due to the flawless condition of the insured items.
+ A landslide is a natural sliding or collapse of masses of earth or rock.

Please note: If moisture occurs as a result of large quantities of snow, the damage does not count as a flood and is therefore not covered.



Vandalism of the container and of ELA furniture and accessories (including damage from graffiti)

+ Vandalism occurs when a perpetrator damages the container (e.g. damage from graffiti) or intentionally destroys or damages furniture belonging to ELA.

Client obligations

Container protection shall only apply if the Client has not acted with gross negligence or wilful intent or if it can be proven that the Client was not at fault. Furthermore, the Client must comply with the following obligations:

+ Prevent and mitigate damage where possible
+ Immediately notify the Contractor in writing – or also by telephone – of the occurrence of damage after becoming aware of it
+ Obtain instructions from the Contractor on how to prevent/mitigate damage, even verbally/by phone, if the circumstances permit
+ Follow the instructions of the Contractor for preventing/mitigating damage, insofar as this is reasonable for the Client
+ Report criminal damage to the property (e.g. theft, vandalism) to the police immediately
+ Submit a list of the missing items to the Contractor and police without delay
+ Do not interfere with the damage until the site of the damage or the damaged items have been cleared by the Contractor. If changes are unavoidable, the site of the damage must be documented comprehensibly (e.g. with photos) and the damaged items must be stored until they are inspected by the Contractor
+ Where possible, provide the Contractor with any and all information immediately – in written form on request – that is required to assess the damage or the extent of the Contractor's liability, and permit any investigation into the cause and extent of the damage and the scope of the duty to pay compensation
+ Call the fire brigade immediately if there is a fire
+ Heat the container sufficiently during the cold season and empty water-bearing pipes if absent for extended periods
+ Ventilate the container regularly and sufficiently

If the Client defaults on a rental payment that is due for more than ten (10) days, the ELA container protection shall lapse and the above risks shall transfer to the Client.