

Bailee's Customers Form
Named Perils Form

SCHEDULE

	Location	Limit of Liability
1.		
2.		
3.		

\$ _____ Catastrophe limit
 \$ _____ Transit limit in or on any one vehicle
 \$ _____ Deductible amount

1. **Property Covered.** This policy covers property of others which is in the custody of the Insured and has been accepted by the Insured for the purpose of performing work thereon, including the Insured's interest in materials expended, labor performed and charges incurred directly in connection with such property.
2. **Property Excluded.** This policy does not cover:
 - (a) Automobiles, motor trucks, motorcycles, aircraft, or watercraft;
 - (b) Accounts, bills, deeds, evidences of debt, money, notes, securities;
 - (c) Jewelry, watches, diamonds and/or precious or semi-precious stones, gold, platinum;
3. **Where Covered.** This policy covers the property insured while at locations named in this policy and while such property is in due course of transit via land conveyances.
4. **Deductible.** Each claim shall be adjusted separately, and from the amount of each such adjusted claim there shall be deducted the deductible amount specified herein.
5. **Limits of Liability.** The Liability of the Company shall not exceed the amounts shown above or in the attached schedule, including salvage charges or other expenses or all combined.
6. **Perils Insured Against.** This policy insures against direct physical loss or damage caused by:
 - (a) Fire; Lightning; Explosion; Windstorm; Hail; Sprinkler Leakage; Earthquake; Aircraft; Strikes, Riot, Riot attending a strike, Civil Commotion;
 - (b) Collision, upset or overturn of transporting conveyances;
 - (c) Smoke damage which is sudden, and accidental, other than smoke from agricultural smudging or industrial operations;
 - (d) Confusion of goods resulting from any of the foregoing perils.
7. **Perils Excluded.** This policy does not insure against:
 - (a) Loss or damage caused by or resulting from delay, loss of market, inherent vice, gradual deterioration, wear and tear, insects and vermin;
 - (b) Loss or damage caused by or resulting from infidelity or any act of a dishonest character on the part of the Insured or any of their employees;
 - (c) Loss or damage occasioned by processing or any work upon the goods unless caused by fire or explosion;
 - (d) Loss of or damage to goods while in the custody of other bailees or while at premises of branch stores unless specifically scheduled or endorsed hereon;
 - (e) Loss or damage to goods held on storage or for which a storage charge is made, but held by the Insured without instructions from the owner to hold on storage shall not be considered as being held on storage;
 - (f) Liability assumed by the Insured under any agreement, express or implied to guarantee the results of processing or any work to be performed upon the goods;
 - (g) Loss or damage caused by or resulting from theft;
 - (h) Loss by nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by the peril(s) insured against in this

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policy; however, subject to the foregoing and all provisions of this policy, direct loss by fire resulting from nuclear reaction or nuclear radiation or radioactive contamination is insured against by this policy;

- (i) Loss or damage caused by or resulting from: (1) hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack, (a) by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces; or (b) by military, naval or air forces; or (c) by an agent or any such government, power, authority or forces; (2) any weapon or war employing atomic fission or radioactive force whether in time of peace or war; (3) insurrection, rebellion, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence, seizure or destruction under quarantine or Customs regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade.
- (j) Direct loss or damage resulting from Tidal Wave or Flood, howsoever caused. Tidal Wave: is understood to mean the sudden rise of the sea and the attendant action of the waves accompanying such abnormal rise produced by or directly attributable to a meteorological or seismic disturbance. Flood: is understood to mean inundation caused by the bursting of dams or retaining walls of lakes and reservoirs; or by rivers, canals, aqueducts and sewers or similar formation, overflowing their banks, but excluding water pipes, mains or tanks in which water is normally contained.

CONDITIONS

- 8. **Valuation.** The Company shall not be liable for more than the actual cash value of the property at the time any loss or damage occurs, and the loss or damage shall be ascertained or estimated according to such actual cash value with proper deduction for depreciation, however caused, nor in any event for more than it would then cost to repair or replace the same with material of like kind and quality. This insurance shall include the Insured's customary charges that have been earned on such lost or damaged goods. Any loss, at the option of the Company, may be paid to the Insured, or adjusted with and paid to the Insured's customer or the owner of the property.
- 9. **Other Insurance.** If there is any other valid and collectible insurance covering the property insured hereunder, whether prior, subsequent to, or simultaneous with this insurance, which in the absence of this insurance would cover the loss or damage hereby covered, then the Company shall not be liable hereunder for more than the excess over and above such other insurance. This clause, however, shall not apply to insurance effected by a customer or a member of the family of a customer of the Insured, and the existence of such insurance, or payment of a loss hereunder, shall not constitute a defense to any claim otherwise payable under this policy, nor shall such insurance be called on to contribute to any loss payable hereunder.
- 10. **Assignment.** This policy shall be void if assigned or transferred without the written consent of the Company.
- 11. **Records.** It is agreed that books and records will be kept by the Insured in such manner that the exact amount of loss or damage can be accurately determined by the Company. The books and records of the Insured shall at all times during business hours be open to an authorized representative of the Company.
- 12. **Automatic Reinstatement.** Any loss hereunder shall not reduce the amount of the policy.
- 13. **Territorial Limits:** The insurance covers wherever the property maybe located within: The United States of America and Puerto Rico.
- 14. **Other Conditions.** It is a condition of this policy that the Insured has not and will not enter into any special agreement releasing or limiting the liability of any bailee or carrier unless such agreement is specifically reported to the Company and consent thereto endorsed hereon by the Company.

The terms and conditions of this form wherein they conflict are to be regarded as additional to those of the policy to which it is attached and so far as they are inconsistent therewith are to supersede the same.