

Owner's Motor Truck Cargo – Named Perils Form

1. **Property Insured.** This Policy covers:
 - (a) All personal property owned by the Insured;
 - (b) Personal property of others which the Insured has an interest in and is legally liable for;
 - (c) Personal property of others sold by the Insured which the Insured has agreed, prior to loss, to insure during the course of delivery; but only while such property is in the Insured's control in due course of transit, and only while contained in or on the vehicles described in the Commercial Inland Marine Declarations or Schedule attached.

2. **Property Excluded.** This policy does not cover:
 - (a) Accounts, bills, jewelry, precious stones, currency money, notes, securities, evidences of debt;
 - (b) Damage to the conveyance, tarpaulins, fittings or other equipment used on or in connection with the conveyance;
 - (c) Property transported by the Insured as carrier for hire.

3. **Territorial Limits:** This insurance covers only within the limits of the Continental United States (excluding Alaska, Hawaii) the Dominion of Canada and Puerto Rico.

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 in the Declarations.

5. **Limits of Insurance:** Subject otherwise to the specific vehicle limit(s) set forth in the Commercial Inland Marine Declarations or Schedule attached as a result of any loss, disaster or casualty involving two or more vehicles either in case of partial or total loss or salvage charges or expenses or all combined.

6. **Perils Insured.** This policy insures against direct physical loss of or damage to the insured property caused by:
 - (a) Fire (including self-ignition and internal explosion of the conveyance), and lightning;
 - (b) Perils of the seas, lakes, rivers and/or inland waters while in or on vehicles(s) on ferries only, including general average and salvage charges for which the Insured is legally liable;
 - (c) Accidental collision of the transporting vehicle described herein with any other vehicle or object;
 - (d) Overturning of the Vehicle;
 - (e) Collapse of Bridges and Culverts;
 - (f) Windstorm;
 - (g) Earthquake

7. **Perils Excluded.** This policy does not insure against loss or damage caused by or resulting from:
 - (a) The property covered coming into contact with any other object unless the transporting vehicles also collides with such object;
 - (b) Loss of market, delay, interruption of business, rot decay, souring or change in flavor freezing or heating; whether or not arising out of a peril insured against; breakage of eggs unless directly caused by peril insured against and then only if the loss amount 50% of the value of each shipping package, each package to be considered as if separately insured but the Company shall in no event be liable for loss by breakage of eggs in excess of 25% of the limit of liability insured on the contents of the vehicle upon which the loss shall happen;
 - (c) Failure of the Insured to use all reasonable means to save and preserve the property at and after loss;
 - (d) 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 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;
 - (e) Hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack, by any government or sovereign power (*de jure* or *de facto*), or by authority maintaining or using military, naval or air forces, any weapon of war employing atomic fission or radioactive force whether in time of peace or war; insurrection, rebellion, revolution, 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 or destruction by order of public authority to prevent spread of fire or explosion, or risks of contraband or illegal trade.
 - (f) 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

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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

- 1. Valuation and Coinsurance.** In case of loss the basis of adjustment shall be as follows:
All property insured hereunder (unless otherwise stipulated herein) is by agreement to be valued in case of loss or damage at amount of invoice, if any, otherwise, at cash market value on date and at place of shipment with proper deduction for depreciation, howsoever caused, and shall in no event exceed what it would then cost to repair or replace the contents of each vehicle, for a greater proportion of any loss or damage than the sum hereby insured on the contents of the vehicle upon which the loss shall happen, bears to the value of the contents of that vehicle at the time of loss, but in no case to exceed the amount of insurance on the contents of that vehicle which is understood to be the amount set against its description in the Commercial Inland Marine declarations or Schedule.
- 2. Substitution of Vehicles.** In the event of breakdown or repairs to any vehicle(s) described herein necessitating temporary withdrawal from service, privilege is hereby given the Insured to substitute a vehicle other than described herein, provided such substituted vehicle is operated by the Insured. The Insured hereby warrants to the Company in writing all such substitutions within seventy-two (72) hours (Sundays and Holidays excepted), and to pay additional premium, if required.
- 3. Other Insurance.** This insurance shall not apply to any loss except as excess insurance where any other valid and collectible insurance exists at the time of loss or damage whether prior or subsequent hereto as to date and whether fire or inland marine or casualty or any other kind of insurance in the name of the Insured or others on any property hereby insured, and this insurance shall not apply or contribute to the payment of any loss until the amount due from all such other insurance shall have been exhausted; it being understood and agreed that under this Policy the Insured is to be reimbursed to the extent of the difference between the amount due from such other insurance and the amount of actual loss sustained by the Insured after applying any and all contribution, clauses contained in such other policies of insurance not exceeding, however, the applicable limit or limits as specified in this Policy.
- 4. Assignment of Policy.** This Policy shall be void if assigned or transferred without the written consent of the Company.
- 5. Impairment of Recovery Rights against Carriers.** Any act or agreement by the Insured, prior or subsequent hereto, whereby any right of the Insured in the event of loss or damage to recover the full value of or amount of damage to any property insured hereunder against any carrier, is released, impaired or lost, shall render this Policy null and void as to such loss but the Company's right to retain or recover the premium shall not be affected. It shall, however, be permissible for the Insured, without prejudice to this insurance, to accept the ordinary bills of lading issued by common carriers. The Company is not liable for any loss or damage which, without its consent has been settled or compromised by the insured.
- 6. Labels.** In case of loss affecting labels or wrappers the loss shall be adjusted on the basis of an amount sufficient to pay the cost of new labels or wrappers and reconditioning the goods.
- 7. Records.** It is understood and 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,
- 8. Automatic Reinstatement.** Any loss hereunder shall not reduce the amount of the Policy.

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