

## **IMPORTANT: It is essential that you read and understand the insurance coverage for the shipment of your property.**

### **Property Insured**

Household Goods/Personal Effects, Private Passenger Carrying Automobiles, Privately Owned Motorcycles and Privately Owned Boats, not exceeding seventeen feet in length, as limited or as excluded elsewhere in the Certificate of Insurance while in the course of transportation.

### **Transit Insurance Coverage**

Transit "All Risks" of direct physical loss or damage to covered property from whatsoever cause arising except as noted below, including general average as applicable.

#### **The certificate does NOT cover:**

- (1) Jewelry, cash, currency, bank notes, stocks, bonds, stamp and/or coin collections, or any negotiable instrument.
- (2) Collections and/or collectibles defined as but not limited to baseball cards, sports memorabilia, collectable toys, etc., are only insured if specifically declared, separately valued and appraised prior to shipment. Limited to maximum of 10% of the shipment value.
- (3) Missing and/or damaged items from within containers which were NOT packed by the current Household Goods Moving Company, unless loss/damage is caused by a direct result of fire, sinking, overturn, collision or theft of the transporting conveyance. Shipments released from permanent storage unless goods are repacked and reinventoried.
- (4) Furs of any kind unless specifically and individually identified, declared and valued in writing prior to shipment.
- (5) Loss or damage caused by normal wear and tear, mechanical or electrical derangement, wrinkling of clothing, spillage of non-carrier packed items, infestation of vermin, moths, insects of any type or inherent vice. Loss or damage attributable to fumigation or contamination of the shipment from any cause.
- (6) Damage including but not limited to mold, mildew, rust and warping, because of changes in temperature and humidity. Spoilage or change in food or beverage of any kind.
- (7) Loss or damage of personal and/or professional papers/documents of any kind, including but not limited to dissertations, tax returns, medical and employment records; items having NO market value (such as but not limited to photographs, family albums and pictures, newspaper clippings, etc.).
- (8) Depreciation in market or appraised value of any item. Underwriter's liability is governed by the "Repair or Replacement Clause" found in the certificate.
- (9) Data contained on hard disks, diskettes, cassettes, videotapes, CD's, etc. Company's liability is limited to cost of hardware only, except as may be excluded elsewhere in the certificate.
- (10) Acts of government officials and customs authorities, including confiscation.
- (11) Loss and/or damage caused by or as a result of strikes, riots, civil commotion, acts of war/rebellion/revolution, nuclear reaction/radiation.
- (12) Calibration and/or tuning of any item, machine, device or equipment.
- (13) Scratching, denting, chipping or marring of automobiles, motorcycles and boats unless the shipper and the owner both agree and sign a "Condition Inspection Report" or similar document portraying the condition at origin and again at destination, noting all defects, if any.
- (14) Non-factory installed accessories and/or removable items on automobiles, motorcycles and boats unless specifically and individually declared and valued for insurance. Tools, batteries, extra tires, antennas, air bags and/or personal property shipped in automobiles, motorcycles or boats are not insured.
- (15) Loss and/or damage of any type to an automobile or motorcycle while being driven under its own power except while in port of embarkation or debarkation and then only when being driven by an authorized driver who is an employee of the freight forwarder/moving company.

**Perils:** Refer to insurance certificate.

**Shore Clauses:** Refer to insurance certificate.

**Average Terms and Conditions:** Refer to insurance certificate.

### **Conditions of Coverage**

- A. **100% Coinsurance Clause:** The Insured shall declare insurance on the entire shipment to the extent of the full value at the time of shipment and failing to do so, the Insured shall, to the extent of such deficit, bear his/her or their proportion of any loss. Furthermore, in every event of loss or damage, the insurance shall not attach or cover for more than the amount specified opposite each category of goods listed in the certificate or as scheduled and filed with the certificate.
- B. **Pairs & Sets Clause:** Where any insured item consists of articles in a pair or set, the certificate shall not pay more than the value of any particular part or parts, which may be lost or damaged, without reference to any special value that such article or articles may have as part of such pair or set, nor more than a proportionate part of the insured value of the pair or set.
- C. **Deductible Clause:** Each claim shall be adjusted separately and from the amount of each adjusted claim or applicable limit of liability, whichever is less, the deductible amount as shown on the certificate shall be deducted.
- D. **Prima Facie Evidence Clause:** The origin and/or destination shipping inventory as prepared by the mover shall be *Prima Facie* evidence of delivery of the shipment in good order with the exception of any written notations made on such inventory by the Insured at the time of delivery, noting missing and/or damaged items.
- E. **Repair or Replacement Clause:** DO NOT DISPOSE OF OR DISCARD ANY ITEM WITHOUT WRITTEN AUTHORIZATION. Underwriters retain the right to inspect any item prior to its repair or disposal. Underwriters shall be entitled, at their sole option, to repair or replace with like kind and quality, any article lost or damaged (whether whole or in part) or to pay cash therefore not exceeding, in any event, the amount of the insured item. No betterment allowable.
- F. **Salvage Clause:** Where replacement or total loss payment of a damaged article(s) is made by the Underwriters, they, at their sole option, have the right to salvage the damaged article(s).
- G. **Claims Notification:** In the event of loss, damage or non-delivery which may give rise to a claim under the certificate, immediate notice must be given, in writing, to Executive Insurance Services, Inc., at the address shown on the certificate. Failure to give notice within 45 days after delivery of the shipment will void coverage under the certificate. If property is in storage when the insurance coverage ceases, then written notice of intent to file a claim must be submitted immediately to Executive Insurance Services, Inc., and if such notice is not received within 45 days of date coverage ceased, the claim will not be favorably considered. Further it is understood and warranted that presentation of written claim after the 45 day notice will be in a timely fashion, not to exceed 90 days from the time of such initial notice.
- H. **Misrepresentation and Fraud:** The entire certificate shall be void if, whether before or after a loss, the Insured has concealed or misrepresented any material fact or circumstances concerning the insurance or the subject thereof, or the interest of the Insured therein, or in case of any fraud or false swearing by the Insured relating thereto.
- I. **Suit Against Company:** No suit, action or proceeding against this Company for recovery of any claim shall be sustainable unless commenced within one year from the date of the happening out of which the claim arises, provided that if such limitation is invalid by the laws of the state in which the certificate is issued in such suit, action or proceeding should be barred unless commenced within the shortest limit of time permitted by the laws of such state.
- J. **Transit limits:**
  - (1) **Household Goods (Part I):** Coverage is to attach from date the Moving Company accepts property at origin residence, which is the date shown on the Moving Company's origin shipping inventory, and will be continuous during the normal course of transit until the Moving Company delivers the property at destination residence provided that all other terms and conditions of the coverage are met. The origin and destination referred to in this clause means the FROM and TO, as appropriate, locations specified on the certificate.
  - (2) **Automobiles, Motorcycles and Boats (Part II):** Coverage is to attach from the date the automobile, motorcycle or boat is placed into the custody of the Moving Company or Steamship Company and continues until the automobile, motorcycle or boat is delivered to the destination specified on the certificate, provided it is not operated on public or private roads under its own power. Further, coverage does not apply for any period exceeding 72 hours at destination ocean port, should the ocean port be the point of final destination.
  - (3) **Storage in Transit Coverage Extensions (Parts I & II):** Coverage is intended to apply within the country of final destination for a period of sixty days or otherwise agreed provided that the property is stored in an enclosed, protected commercial Moving Company's household goods warehouse under the care, custody and control of the Thru-Bill of Lading Moving Company (or their designated agent). Mini-storage and/or self-storage facilities are excluded. For Parts I & II, coverage may be extended for additional periods of storage subject to prior written notice and payment of additional premium to Executive Insurance Services, Inc.
- K. **Other Insurance:** This insurance does not cover to the extent of any other insurance, whether prior or subsequent hereto in date and by whomsoever effected, directly or indirectly covering the same property, and the Company shall be liable for loss or damage only for the excess value beyond the amount due from other such insurance.
- L. **Subrogation Clause:** The Company shall be subrogated to the extent of their payment for losses insured hereunder and to the Insurer's rights to recovery against any person or organization.
- M. **Burden/Duty of Insured:** The burden of proof is upon the Insured to establish that loss and/or damage was incurred while under the ambit of the certificate's coverage. It is the duty of the Insured and their agents, in all cases, to take such measures as may be reasonable for the purpose of averting or minimizing a loss and to ensure that all rights against carriers, bailees, or other third parties are properly preserved and exercised. Failure by the Insured to fulfill these obligations could preclude recovery for any claimed loss and/or damage.
- N. **High Value Articles:** Any item with an individual value of 4% or more of the total value of the entire insured shipment, is defined as "High Value Article". Items in this category must be specifically described, declared and valued in writing before the date property is picked up from the origin specified on the certificate. If such items are not declared, recovery is limited to a maximum of U.S. \$150.00 per item, or if an item or article is part of a set, then recovery is limited to a maximum of U.S. \$150.00 per set.
- O. **Premium Payment:** Where the named Insured herein has not paid premium directly to Executive Insurance Services, Inc., any party receiving premium from the herein named Insured is construed as the Insured's agent for payment of said premium to Executive Insurance Services, Inc., and failure of Executive Insurance Services, Inc. to receive such premium will void any coverage under the certificate.
- P. **Abandonment:** There cannot be any abandonment of any insured property to the Underwriters or anyone else.
- Q. **Assignment of Certificate:** The certificate shall be void if assigned or transferred without the written consent of this Company.
- R. **Surveys:** Survey Inspection Fees are payable by this Company only when the Underwriters liability for damage (not including missing items) is estimated to exceed U.S. \$1,500.00.