

AUTOMOBILE TERMS AND CONDITIONS

- PROGRAM:** Coverage only for Private Passenger Automobiles valued at \$55,000.00 or less moved under a household goods van lines Bill of Lading and transported in an enclosed moving van or on a specialized automobile carrier. The term "Automobile" and "Vehicle" are used interchangeably in this certificate and also refers to motorcycles.
- COVERAGE:**
- "All Risk" against all direct physical loss and/or damage from any external cause. Limited to fortuitous losses only.
 - Coverage attaches from time vehicle is received by the carrier for commencement of transit and continues for a maximum of 60 days from pickup date at origin or until vehicle is released from custody of the through bill of lading household goods carrier, whichever is sooner.
 - Coverage attaches only when a vehicle *condition report* is completed and signed by both vehicle owner or their authorized representative and the household goods carrier's representative. A destination condition report must be prepared at the time of delivery of the vehicle noting any damage/losses or differences in the condition.
 - The amount of insurance purchased must be the full actual cash value of the vehicle or any claim will be subject to the 100% Co-Insurance Clause.
 - The amount of insurance is as specified on the Reporting Manifest, Application for Insurance and/or Insurance Request Form (up to a maximum limit of \$55,000.00 per insured vehicle). The company shall not be liable for more than this amount on any loss, disaster or casualty, either in case of partial loss or total loss or salvage or any other costs or expenses or all combined.
 - The Reporting Manifest, Application for Insurance and/or Insurance Request Form is hereby referred to and made a part hereof.
 - Insurance Coverage terminates immediately if insured vehicle is released from custody of the through bill of lading household goods carrier to the named Insured or his/her agent while enroute to destination shown on certificate. This includes the Insured's instructions to release the vehicle to a transportation company and/or storage company, with which the Insured has made direct arrangements for transportation and/or storage.
- TERRITORIAL LIMITS:** Applies to shipments within the 48 contiguous United States of America, The District of Columbia and Canada.
- EXCLUSIONS:** This insurance does not cover:
- Any vehicle driven under its own power, or while being towed or pulled.
 - Damage or loss occurring in other than the ordinary course of transit.
 - Excessive and/or additional mileage on the automobile from any cause or source whatsoever.
 - Car rental.
 - Personal items (including tools) shipped inside the vehicle.
 - Damage caused by freezing, loading and unloading; strikes, riots and civil commotion.
 - Antique, Customized, or special automobiles (vehicles or motorcycles), such as but not limited to racing vehicles, motor homes, campers and/or recreational vehicles.
 - Loss or damage caused by wear and tear, mechanical and/or electrical derangement or malfunction.
 - Acts of governments, customs authorities, confiscation, loss in market or appraised value, or consequential losses, inconvenience or delay.
 - Any loss and/or damage as a direct result of capture, seizure or abandonment of the transporting conveyance.
 - Damage of any type to antenna, tires, and/or batteries. Damage caused by gasoline, battery acid and/or grease.
 - Scratching, denting, chipping, marring of automobiles and/or motorcycles unless the shipper and the owner of the automobile both agree and sign a Automobile Condition Report or similar document showing the condition of the automobile at origin and again at destination, noting all defects, if any.
 - Loss and/or damage to air bags.
 - Non-factory installed items unless specifically declared and valued prior to shipment.
- DEDUCTIBLE:** As noted on the Reporting Manifest, Application for Insurance or Insurance Request Form.
- CO-INSURANCE CLAUSE:** The insurance contains a 100% Co-insurance Clause. If the amount of insurance purchased is not equal to the actual cash value of the vehicle at the time of insuring, the Company will not pay the full amount of loss or damage. The Insured shall to the extent of such deficit bear his, her or their proportion of the claim.
- DUTY OF INSURED:** 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 bailees, carriers or other third parties are properly preserved and exercised.
- EVIDENCE CLAUSE:** Receipt of the vehicle by the Insured or their Agent without written notations of specific damage or loss on the carrier's delivery documents at time of receipt of the vehicle shall be evidence of the shipment being delivered complete and in proper condition.
- SUBROGATION CLAUSE:** The Company shall be subrogated to the extent of their payment for losses, to all the Insured's rights to recover against any person or organization.
- OTHER INSURANCE:** This insurance does not cover to the extent of any other insurance, whether prior or subsequent hereto in date, and by whomever effected, directly or indirectly covering the same vehicle. The Company shall be liable for loss or damage only for the excess value beyond the amount due from such other insurance.
- CLAIM PAYMENT:** The limit of the Company's liability shall not exceed the actual cash value of the vehicle at time of loss, or what it would cost to repair or replace the vehicle with another of like kind and condition, or the applicable limit of liability stated in the certificate of insurance, whichever amount is less. Payment of claims will be in U.S. Dollars, not exceeding in amount, U.S. repair-replacement costs. Repair, replacement or a cash allowance shall be at the Company's sole option.
- MISREPRESENTATION AND FRAUD:**
This certificate shall be void if the Insured or their Agent has concealed or misrepresented any material fact or circumstance affecting the risks or concerning this insurance or the subject thereof.
- SALVAGE CLAUSE:**
When actual cash value, declared value or total loss is paid for any item, the Company, at its sole option, has the right to salvage the item.
- SUIT AGAINST COMPANY:**
No suit, action or proceeding against the Company for recovery of any claim shall be sustainable unless commenced within one (1) year from the date of the happening out of which the claim arises. If such limitation is invalid by the laws of the State in which this policy is issued then such suit, action or proceeding shall be barred unless commenced within the shortest time permitted by the law of such State.
- ABANDONMENT:**
There cannot be any abandonment of any insured property to the Underwriters or anyone else for any reason whatsoever.
- ASSIGNMENT OF CERTIFICATE:**
This certificate shall be void if assigned or transferred without the written consent of this Company.
- ADMINISTRATED BY:** Executive Insurance Services, Inc.
- INDEMNITY:** *National Indemnity Company of the South CLA00004USA1*
National Liability and Fire Insurance Company CLA00004USA2