



## MOTOR TRUCK CARGO – TRUCKMEN’S FORM

### NAMED PERILS FORM

#### INDEMNITY AGREEMENT

1. In the event that any of the property insured be lost, destroyed or damaged by the Perils insured against, the Insurer will indemnify the Insured against the direct loss so caused to an amount not exceeding whichever is the least of:
  - (a) the actual cash value of the property at the time of loss, destruction or damage;
  - (b) the interest of the Insured in the property;
  - (c) the amount of insurance specified on the “Declarations page” in respect of the property lost or damaged.Provided, however, that where the insurance applies to the property of more than one person or interest, the Insurer's total liability for loss sustained by all such persons and interests shall be limited in the aggregate to the amounts or amounts of insurance specified on the “Declarations Page”.

#### PROPERTY INSURED

2. This Form insures the liability of the Insured as a Common Carrier under tariff, contract, bill of lading, or shipping receipt issued by the Insured on lawful goods or merchandise. Coverage applies while such goods and merchandise are in the custody and control of the Insured but only while loaded for shipment and in transit, in or on vehicles described in the Supplementary “Declarations Page”. The said vehicles are owned, leased and operated by the Insured within the radius specified in the “Declarations Page” of the address of the Insured. Any loss or damage occurring elsewhere shall not be covered hereunder.

#### AMOUNTS OF INSURANCE

3. The maximum liability of the Insurer in any one loss shall not exceed 100% of the amount(s) of insurance stated in the “Declarations Page”.

#### DEDUCTIBLE

4. The Insurer is liable for the amount by which the loss or damage caused by any of the perils insured against exceeds the of the deductible specified on the “Declarations Page” in any one occurrence. Should one occurrence give rise to the application of more than one deductible, only the largest individual deductible amount shall apply.

#### PERILS INSURED

5. This Form insures the liability of the Insured against direct physical loss or damage caused by the following perils:
  - (a) Fire (including self-ignition and internal explosion of the conveyance) and lightning;
  - (b) Windstorm, tornado or cyclone;
  - (c) Flood – meaning the rising of navigable waterways excluding tides;
  - (d) Explosion, excluding explosion in the premises of the Insured originating within steam boilers, pipes, fly-wheels, engines and machinery connected therewith and operated thereby;
  - (e) Collision while in the ordinary course of transportation (meaning thereby the violent and accidental contact of the motor vehicle with any other automobile, vehicle or object; but excluding loss or damage by coming in contact with any portion of the roadbed or by striking the rails or ties of street, steam or electric railroad, or by coming in contact with any stationary object in backing for loading or unloading purposes, or the coming together of truck and trailer during coupling or uncoupling or by collision of the property insured with another object unless the transporting vehicle is in collision within the meaning of this Policy) but free from all claims for loss, damage or expense by wear and tear or ordinary handling due to the mode of transportation;
  - (f) Overturning of vehicles on which the shipments insured are being transported (overturning as used herein shall mean the upsetting of the vehicle(s) to such an extent that it comes to rest on its side or top;
  - (g) Collapse of bridges, docks and culverts;
  - (h) Stranding, sinking, fire or collision, including General Average or Salvage charges for which the Insured is legally liable on shipments being transported on or in said vehicle(s) while on any regular ferry line;
  - (i) Theft of an entire shipping package with contents, excluding loss or damage by theft of a part of the contents of any shipping package. Further, this Form does not cover mis-delivery, mysterious disappearance or shortage, unless there is reasonable evidence that a theft has occurred.

## PROPERTY EXCLUDED

6. This Form does not insure against loss or damage to:
- (a) tarpaulins, tools, repair equipment, wrapping materials and equipment for loading and unloading;
  - (b) patterns, templates, blueprints, accounts, bills, currency, evidences of debt, securities, money, bullion, notes, jewellery, paintings, statuary, other works of art or articles of virtue;
  - (c) animals except against accident causing death or rendering death necessary;
  - (d) shipments carried gratuitously or as an accommodation;
  - (e) freight charges, except charges earned prior to the acceptance of the shipments insured hereunder and for which the Insured is legally liable;
  - (f) breakage of eggs unless directly caused by collision, upset or overturn of the transporting vehicle and then only if the loss amounts to 50% of the value of the shipping package (each package to be considered as separately insured) but this Insurer shall in no event be liable for such loss in excess of 25% of the amount insured hereunder on the contents of the vehicle involved;
  - (a) property illegally acquired, kept, stored or transported; property seized or confiscated for breach of any law or by order of any public authority;
  - (b) shipment(s) while in the custody of any other carrier if the Insured's rights of subrogation against such other carrier have been waived or made unenforceable;
  - (c) property caused by neglect of the Insured to use all reasonable means to save and preserve the property insured at and after any loss or damage insured against hereunder.

## PERILS EXCLUDED

7. This form does not insure against loss or damage caused directly or indirectly:
- (a) by misappropriation, secretion, conversion, infidelity or any dishonest act on the part of the Insured or any other party of interest, employees or agents of the Insured, or any person to whom the property may be entrusted;
  - (b) by or resulting from strikes, lockouts, labour disturbances, riots, civil commotion, or the acts of any person or persons taking part in any such occurrence or disorder;
  - (c) due to inherent vice, or delay, loss of profit, loss of use or loss of market;
  - (d) by shifting of load, poor packing or rough handling; nor for loss or damage caused by contact with oil or grease or any other commodity, marring or scratching, wetness or dampness, leakage of liquids, contamination, or as the result of being spotted, discoloured, moulded, rusted, frosted, frozen, rotted, soured, steamed or heated or changed in flavour;
  - (e) due to any dishonest, fraudulent or criminal act by the Insured, a partner therein or an officer, director, trustee or employee thereof, whether acting alone or in collusion with others.

## SPECIAL CONDITIONS

- 8.
- (a) **Valuations** - All shipments are by agreement valued at the amount of invoice or if not under invoice then at cash market value on date and at place of shipment, except however, the liability of the Insurer shall not exceed the value as shown in tariff documents, bills of lading or shipping receipts, if any, nor shall the Insurer's liability in any event exceed what it would then cost to repair or replace the property lost or damage with other or like kind and quality,
  - (b) **Substitution Clause** – If any vehicle specified in this Form is withdrawn from normal use because of sale, breakdown, repair, loss or destruction, the limit of liability applying to such vehicle under this form shall apply to any other vehicle operated by the Insured and substituted for such specified vehicle, provided the substitution is reported to this Insurer as soon as practicable (But in any event, within 30 days from the date of substitution) and an additional premium is paid thereon as required by the Insurer;
  - (c) **Co-Insurance Clause** – In the event of a loss to which the amount of insurance on a vehicle applies, the Insurer shall in no event be liable for a greater portion of such loss than the amount of insurance on the vehicle involved bears to 100% of the valuation (as provided in paragraph 8(a)) of the contents of the vehicle at the time such loss occurred,
  - (d) **Reimbursement of Insurer** – Should the Insurer pay a loss or losses in compliance with any special endorsement required by law or legal regulations or by the Interstate Commerce Commission or Public Service commission, Public Utilities Commission, Corporation Commission or Railroad Commission for which it would not have been liable under the terms of the Policy, the Insured agrees to reimburse the Insurer to the full extent of such payments, plus any additional expense incurred in connection therewith,
  - (e) **Limitation** In the event of loss by theft of furs and articles made principally of fur, liquors of alcoholic content greater than 10% by volume; silks, rayons, celanese, woollens, cottons, nylons and other textiles including garments and clothing made therefrom; tobacco and tobacco products; or any combination of these commodities the limit of liability of the Insurer shall not exceed \$1,000., in any one loss.

## **BREACH OF CONDITIONS**

9. Where a loss occurs and there has been a breach of condition relating to a matter before the happening of the loss, which breach would otherwise disentitle the Insured from recovery under this Form, the breach shall not disentitle the Insured from recovery if the Insured establishes that the loss was not caused or contributed to by the breach of condition or if the breach of condition occurred in any portion of the premises over which the Insured has no control.

## **TRAILERS**

10. This Form does not cover the property insured while in or on any trailer or detachable truck body unless such trailer or body is actually attached to or loaded on the chassis of a vehicle described in the Supplementary "Declarations Page".

## **TERRITORIAL LIMITS**

11. This Form covers only within territorial limits of Canada and the Continental United States of America (excluding the State of Alaska).

## **REINSTATEMENT**

1. Any loss hereunder shall not reduce the amount of insurance applicable to this Form.

## **DEFINITION**

2. Where used in this Form:
  - (a) "**Declarations Page**" means the Declarations Page applicable to this Form.
  - (b) "**Vehicle**" means a truck, a trailer, a panel and/or semi-trailer.