

**This program is subject to the terms, conditions and exclusions specified on the certificate.**

**Perils Insured:** As arranged by Executive Insurance Services, Inc, new and/or used household furniture and personal effects are insured while in the course of transportation against all risk of direct physical loss or damage from any external fortuitous cause.

**Coverage:** Insures reported shipments of property, from the time the carrier takes custody of the property at the initial point of shipment and covering continuously thereafter during the course of packing, loading, transportation, storage in transit (up to 90 days or as otherwise agreed), until delivered, unloaded and unpacked at final destination, but only while in the custody of the carrier. Coverage ceases on the date/time shipment is accessed (entered) by anyone for purpose of adding or removing property. The **Reporting Manifest** prepared by the client, and the Application for Insurance and Insurance Request Form prepared by the Insured is hereby referred to and made a part hereof.

**Carriers:** This program only covers shipments by established household goods carriers or forwarders, under bill of lading prescribing carriers liability at not less than:

- A. \$0.30 per pound per article (intrastate shipments)      B. \$0.60 per pound per article for all other areas

**Territorial Limits:** Within the 48 contiguous states of the United States of America, the District of Columbia and Canada.

**Limit(s) of Liability:** With respect to the Household Goods/Personal Effects of any one individual, the Company shall not be liable for more than actual replacement value of the property, not to exceed the insured value listed on the Reporting Manifest, Application for Insurance and/or Insurance Request Form.

**Note:** If the household furniture or personal effects insured under this program are lost, damaged or destroyed while under the ambit of this coverage, the Company will pay the lesser of: The cost of repair or the present cost of replacing the lost or destroyed items with new items of like kind and quality, limited to the above stated maximum. The repair, replacement or cash allowance is at Company's sole option.

It is the intention of this program to insure all lawful items to be shipped in a normal household goods/personal effects relocation at full replacement value.

**Storage in Transit:** Storage in transit is limited to property stored under carriers through bill of lading, up to but not exceeding 90 days or as otherwise agreed. Extension of coverage is available for storage in a protected commercial household goods warehouse under the care, custody and control of the moving company. Mini-storage and/or self-storage facilities are excluded absolutely. Request for extension and applicable premium must be submitted prior to expiry of coverage.

**Long Term Storage:** When property is placed into or converted to long-term storage, this Certificate's insuring conditions continue as long as the appropriate storage premium is paid to Executive Insurance Services, Inc.

**Conditions:**

- Goods insured must be properly packed by a professional, commercial household goods moving company to withstand transportation. Company may, at its sole option, require proof of ownership, value, and/or proof of shipment of any item claimed. As a condition of recovery and a condition precedent to payment of a claim, the claim must be submitted in writing directly to Executive Insurance Services, Inc., within 90 days of delivery, or 45 days after expiration of 90 days Storage in Transit (under carrier's bill of lading) period, whichever is sooner. Mini-storage and/or self-storage facilities are excluded.
- A household goods descriptive inventory must be prepared by the household goods carrier at time of shipment, showing current condition and quantity of goods being shipped. Inventories prepared prior to the effective date of coverage cannot be used to meet this condition/requirement. When attaching this insurance to property that has been previously transported or to property being removed from long-term storage, all goods must be repacked and re-inventoried for the coverage to be effective.
- PRORATION: When property has been previously transported or put into storage prior to this certificate issuance and when it cannot be established when claimed loss or damage occurred, we reserve the right to recover a proportion of any payment under this certificate from the previous insurer(s). Such proportion will be determined by number of days this coverage was in effect compared to overall elapsed number of days from time property first commenced transit or storage until its delivery.
- Furs (See Furs under Exclusion Clause): Coverage provided is replacement cost, less depreciation, not to exceed the specifically declared value, and does not include damage caused by humidity, mold or mildew.

**EXCLUSIONS:** This policy does not cover:

- Jewelry, currency, documents, valuable/negotiable papers, coin or stamp collections, automobiles or general cargo.
- Damage to residence or real property, inconvenience or delay, loss in market or appraised value, consequential losses or unexplained loss/mysterious disappearances.
- Loss or damage caused by wear and tear, mechanical/electrical derangement/malfunction, change in climatic conditions, inherent vice or infestation of pests (rodents, insects, etc.).  
Calibration of any machine, device or piece of equipment.
- Pre-existing damage. Wrinkling of clothing and/or other items of fabric. Dried or silk flower/decorative arrangements.
- Loss/damage caused by or as a result of strikes, riots, civil commotion, and acts of war/rebellion/revolution.
- Missing/damaged items from within owner packed cartons/boxes, unless transit loss/damage is a direct result of and was caused by fire, overturn, collision, or theft of the transporting conveyance.
- Missing/damaged items from pre-packed cartons/boxes moving from storage.
- Collections and/or collectibles defined as but not limited to baseball cards, sports memorabilia, collectible toys, etc., are only insured if specifically declared and separately valued and/or appraised prior to shipment. Limited to maximum of 10% of shipment value.
- Items having no market value (such as, but not limited to, photographs, family albums, newspaper clippings, technical/research papers).
- Computer software, programs or media.
- Servicing/re-servicing and/or tuning of articles and appliances.
- Loss and/or damage caused by or caused to items that are classified as prohibited by transportation officials and/or government authorities.
- Boats greater than 17 feet long and/or valued greater than U.S. \$9,999.99.
- Any non-inventoried item shipped in or on a boat, motorcycle and/or their trailers.
- Furs: Unless furs are specifically declared in value and description. Written declaration must be provided to Executive Insurance Services, Inc. prior to shipment.
- Loss and/or Damage caused by fumigation and/or contamination of the shipment from any source.

**100% Coinsurance Clause:** The insured must declare insurance on the entire shipment to the full extent of the current replacement cost of all items shipped, and failing to do so, the insured will, to the extent of such deficit, bear his/her or their proportion of any loss. Replacement cost is the cost to purchase a new item of like kind and quality; when items are antique and/or unique, another item of like kind and quality.

**Pairs, Sets or Parts:** If any item of a "set" is lost or damaged, payment is only made for the item lost/damaged, not the entire set. For any part of the property covered, consisting when complete for use of several parts, the Company shall only be liable for the value of the part lost or damaged.

**Subrogation Clause:** The Company shall be subrogated to the extent of their payment for losses insured hereunder, to all insured's rights to recover against any per or organization.

**Duty/Burden of the 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 carriers, bailees, or other third parties are properly preserved and exercised. The burden of proof is upon the Insured to establish that loss/damage was incurred while this insurance coverage was in effect. Written delivery exceptions made at time of delivery, noting any loss/damage will enhance proof.

**Claim Payment:** The limit of the Company's liability for loss shall not exceed what it would cost to repair damaged property, or if damaged beyond repair to replace the property with new items of like kind and quality, not to exceed the limit of liability stated in the certificate of insurance, whichever amount is less. Payment of claims will be in U.S. Dollars. The repair, replacement or cash allowance is at the Company's sole option. Claims will not be honored unless premium payment has been received by Executive Insurance Services, Inc.

**Other Insurance:** This insurance does not cover the extent of any other insurance, whether prior or subsequent hereto in date and by whosoever 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 such other insurance.

**Misrepresentation and Fraud:** This certificate shall be void if the insured or his agent has concealed or misrepresented any material fact or circumstances affecting the risk or concerning this insurance or the subject thereof.

**Salvage Clause:** When replacement or declared value is paid for any item, the Company (at its sole option) will have the right to salvage the item.

**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 this policy is issued then such suit, action or proceeding shall be barred unless commenced within the shortest limit of time permitted by the laws of such State.

**Abandonment:** There cannot be any abandonment of any insured property to the underwriters or anyone else.

**Assignment of Certificate:** This certificate shall be void if assigned or transferred without the written consent of this Company.