

**UNIRISC**

**PLATINUM PLUS - TERMS AND CONDITIONS**

***UNDERWRITTEN BY INDEMNITY INSURANCE COMPANY OF NORTH AMERICA***

**IMPORTANT:** It is essential that you read and understand the insurance coverage for your household goods, personal effects and private passenger automobiles.

**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 "All Risks" of direct physical loss or damage to covered property from whatsoever cause arising except as noted below, warranted suitably and professionally packed for transit and/or export. 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 item.**
- 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) Packed By Owner (PBO) missing and/or damaged cartons or items within cartons or containers that were NOT packed or repacked by the current Household Goods Moving Company, and loss of or damage to plastic bins and totes and/or their content, unless loss / damage is a direct result of fire, sinking, overturn, collision or theft of the transporting conveyance.**
- 4) Shipments released from long-term storage with a moving company or shipments being loaded from a mini-storage facility, unless the shipment is repacked and re-inventoried to document the current count and condition of the goods being insured.**
- 5) Furs of any kind unless specifically and individually identified, declared and valued in writing prior to shipment.**
- 6) 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 caused by fumigation or contamination of the shipment from any cause.**
- 7) 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.**
- 8) 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.).**
- 9) Depreciation in market or appraised value of any item - Underwriter's liability is governed by the "Repair or Replacement Clause" found in the certificate. Consequential loss, time and/or inconvenience.**

10) 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.

11) Acts of government officials and customs authorities, including confiscation. Loss/damage caused by or to items that are prohibited by transportation and government authorities.

12) Loss and / or damage caused by or as a result of strikes, riots, civil commotion, acts of war / rebellion / revolution, nuclear reaction / radiation.

13) Calibration and / or tuning of any item, machine, device or equipment.

14) 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.

15) 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.

16) 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. Mechanical breakdown, towing, inconvenience and auto rental reimbursement.

### **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 is paid for damaged article(s) 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 UNIRISC. 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 ceases, then written notice of intent to file a claim must be submitted immediately to UNIRISC 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.

**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 UNIRISC.

**K. U.S. Economic and Trade Sanctions:** Whenever coverage provided by this certificate would be in violation of any U.S. economic or trade sanctions such as, but not limited to, those sanctions administered and enforced by the U. S. Treasury Department's Office of Foreign Assets Control (OFAC), such coverage shall be null and void.

**L. 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.

**M. 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.

**N. 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.

**O. 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 a "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.

**P. Premium Payment:** Where the named Insured herein has not paid premium directly to UNIRISC, any party receiving premium from the herein named Insured is construed as the Insured's agent for payment of said premium to UNIRISC and failure of UNIRISC to receive such premium will void any coverage under the certificate.

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

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

**S. 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.

#### **US ECONOMIC AND TRADE SANCTIONS CLAUSE/OFAC CLAUSE**

**Whenever coverage provided by this policy would be in violation of any U.S. economic or trade sanctions such as, but not limited to, those sanctions administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), such coverage shall be null and void. Similarly, any coverage relating to or referred to in any certificates or other evidence of insurance or any claim that would be in violation of U.S. economic or trade sanctions as described above shall be null and void. In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments or premium**

**refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.**

#### **CANCELLATION CLAUSE**

**This policy may be cancelled by the Named Assured by mailing to Assurer written notice stating when thereafter, such cancellation shall be effective, provided that the packing and loading of the shipment has not occurred prior to the cancellation request. This policy may be cancelled by Assurer by mailing to the Named Assured at the address shown in the policy or last known address, written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The effective date of the cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by The Named Assured, or by Assurer shall be equivalent to mailing. If the Named Assured cancels, earned premiums shall be computed in accordance with the customary short rate and table and procedure. If Assurer cancels, earned premiums shall be computed pro rata. Premium adjustments may be made at the time of cancellation is affected and, if not then made, shall be made as soon as practicable after cancellation becomes effective. Assurer's check or the check of its representative mailed or delivered as aforesaid shall be a sufficient tender of any refund of premium due to the Named Assured. Notwithstanding anything contained herein to the contrary War Risks, when covered hereunder, shall be subject to seven (7) days' notice of cancellation, furthermore, Strikes, Riot and Civil Commotion with respect to shipments to or from U.S.A. shall be subject to forty-eight (48) hours 'notice of cancellation. Notwithstanding anything to the contrary herein, the Assurer may cancel this Policy upon ten (10) day notice for the Named Assured's failure to pay any premium(s) amount(s) due to the Assurer.**

#### **AIMU EXTENDED RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE WITH U.S.A ENDORSEMENT (March 1, 2003)**

**This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith.**

**1. In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from:**

- 1.1 ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;**
- 1.2 The radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;**
- 1.3 Any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;**
- 1.4 The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.**

#### **RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE (U.S.A. ENDORSEMENT)**

**This insurance is subject to the Institute Extended Radioactive Contamination Exclusion Clause**

**(March 1, 2003) provided that:**

- 1. If fire is an insured peril;**
- 2. where the subject matter insured or, in the case of a reinsurance, the subject matter insured by the original insurance, is within the U.S.A., its islands, onshore territories or possessions; and**
- 3. a fire arises directly or indirectly from one or more of the causes detailed in Sub-Clauses 1.1, 1.2, and 1.4 of the Institute Extended Radioactive Contamination Exclusion Clause 1<sup>st</sup> March, 2003 any loss or damage arising directly from that fire shall, subject to the provisions of this insurance (reinsurance), be covered, EXCLUDING however any loss damage liability or expense caused by nuclear reaction, nuclear radiation, or radioactive contamination arising directly or indirectly from that fire.**

#### **AIMU U.S ECONOMIC AND TRADE SANCTIONS EXCLUSION**

**Whenever coverage provided by this policy would be in violation of any US economic or trade sanctions such as, but not limited to, those sanctions administered and enforced by the US Treasury Department's Office of Foreign Assets Control ("OFAC"), such coverage shall be null and void.**

**Similarly, any coverage relating to or referred to in any certificates or other evidences of insurance or any claim that would be in violation of U.S. economic or trade sanctions as described above shall also be null and void.**

#### **AIMU CHEMICAL, BIOLOGICAL, BIO-CHEMICAL, AND ELECTROMAGNETIC WEAPONS EXCLUSION**

**In no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to or arising from an actual or threatened act involving a chemical, biological, bio-chemical or electromagnetic weapon, device, agent or material when used in an intentionally hostile manner.**

#### **AIMU S.R.&C.C. ENDORSEMENT**

##### **THIS INSURANCE ALSO COVERS:**

- (1) Physical loss of or damage to property insured directly caused by strikers, locked-out workmen, or persons taking part in labor disturbances or riots or civil commotions;**
- (2) Physical loss of or damage to the property insured directly caused by vandalism, sabotage or malicious acts; and,**
- (3) Physical loss of or damage to the property insured directly caused by the act or acts of one or more persons, whether or not agents of a sovereign power, carried out for political, terroristic or ideological purposes and whether any loss, damage or expense resulting therefrom is accidental or intentional; PROVIDED that any claim to be recoverable under this subsection (3) be not excluded by the Free of Capture & Seizure Warranty, Extended Radioactive Contamination Exclusion Clause (Extended RACE Clause) or Chemical, Biological, Bio-Chemical and Electromagnetic Exclusion Clause (CBE Clause) in the Policy to which this endorsement is attached. Notwithstanding the foregoing, coverage under this subsection (3) is conditional upon the property insured being in the ordinary course of transit and, in any event, shall terminate:**

- (a) As per the Warehouse to Warehouse Clause, Marine Extension Clause, 60 Day South American Clause and any other clauses relating to duration of transit contained in or endorsed onto the Policy; or,**
- (b) on delivery to the consignee's or other final warehouse or place of storage at the destination named herein; or,**
- (c) on delivery to any warehouse or place of storage whether prior to or at the destination named herein, which the Assured elects to use either for storage other than in the ordinary course of transit or for allocation or distribution; or,**
- (d) in respect of marine transits, on the expiry of 60 days after completion of discharge over side of the property insured from the vessel at the port of discharge; or,**
- (e) in respect of air transits, on the expiry of 30 days after unloading the property insured from the aircraft at the place of discharge; whichever shall first occur.**

**Notwithstanding the foregoing, nothing in this clause excludes coverage for insured losses, which are otherwise covered by this insurance, caused by certified acts of terrorism, as defined in the Terrorism Risk Insurance Act (P.L. #107-297), or any subsequent amendments or endorsements to the Act.**

**While the property insured is at risk under the terms and conditions of this insurance within the United States of America, the Commonwealth of Puerto Rico, the U.S. Virgin Islands and Canada, this insurance is extended to cover physical loss of or damage to the property insured directly caused by acts committed by an agent of any government, party or faction engaged in war, hostilities or other warlike operations, provided such agent is acting secretly and not in connection with any operation of military or naval armed forces in the country where the described property is situated.**

**Nothing in this endorsement shall be construed to cover any loss, damage or expense directly or indirectly arising from, contributed to or caused by any of the following, whether due to a peril insured against or otherwise:**

- (a) change in temperature or humidity;**
- (b) the absence, shortage, or withholding of power, fuel, or labor of any description whatsoever during any strike, lockout, labor disturbance, riot or civil commotion;**
- (c) loss of market or loss, damage or deterioration arising from delay;**



**(d) hostilities, warlike operations, civil war, revolution, rebellion or insurrection, or civil strife arising therefrom, except to the limited extent that the acts of certain agents acting secretly have been expressly covered above; or,**

**(e) nuclear reaction, radiation or radioactive contamination, as per Extended RACE Clause;**

**(f) chemical, biological, bio-chemical or electromagnetic weapon, device, agent or material, as per CBE Clause.**

**The Assured agrees to report all shipments attaching under this cover and to pay premiums therefore at the rates established by the Assurer from time to time.**

**This endorsement may be canceled by either party upon forty-eight hours written, telegraphic, telefaxed, or electronic notice to the other party, but such cancellation shall not affect any risks which have already attached hereunder.**

**Effective with respect to shipments made on or after 1/1/2015**

**Terrorism Risk Insurance Act Premium \$**

**All other terms and conditions remain unchanged.**

#### **ACE Producer Compensation Practices & Policies**

**Ace believes that policyholders should have access to information about ACE's practices and policies related to the payment of compensation to brokers and independent agents. You can obtain that information by accessing our website at <http://www.aceproducercompensation.com> or by calling the following toll-free telephone number: 1-866-512-2862**