

MOTOR TRUCK CARGO (TRUCKMEN'S FORM) - RIDER MP 25 (Broad Form)

I. PROPERTY INSURED

This rider insures the liability of the Insured as a Private or Common Carrier under tariff, contract, bill of lading, or shipping receipt issued by the Insured on lawful goods or merchandise as specified in the Declarations.

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 Declarations.

The said vehicles are owned, leased and operated by the Insured within a radius specified in the Declarations of the address of the Insured. Any loss or damage occurring elsewhere shall not be covered hereunder.

II. LIMITS OF INSURANCE

The maximum liability of the Insurer in any one loss shall not exceed the limit of insurance specified in the Declarations for the particular vehicle on which the insured property sustaining the loss or damage is being transported at the time of the loss and, subject to such limit per vehicle, shall in no event exceed the maximum limit as specified in the Declarations for all loss or damage resulting from any one accident, occurrence, casualty or disaster.

III. DEDUCTIBLE

The Insurer is liable for the amount by which the loss or damage caused by any of the perils insured against exceeds the amount of the deductible specified in the Declarations in any one occurrence.

In the event that this deductible should violate any legislation or regulation of the Government of Canada, or any of its provinces or municipalities, or the Government of the United States, or any of its states or counties with reference to making compensation to shippers or consignees for property coming into the possession of the Insured as a carrier in connection with its transportation services, the Insurer, subject otherwise to the terms and conditions of this Policy, agrees to pay, within the Limits of Liability herein provided, any shipper or consignee for the loss or damage which would otherwise have been recoverable, but for the existence of the deductible clause. However, the terms of the deductible clause are to remain in full force and effect as binding between the Insured and the Insurer.

IV. CO-INSURANCE

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 proportion of such loss than the amount of insurance on the vehicle involved bears to 100% of the valuation (as provided in Clause VIII. 1) of the contents of the vehicle at the time such loss occurs.

V. PERILS INSURED

This rider except as herein provided, insures against all risks of direct physical loss of or damage from any cause for which the insured is held liable.

VI. EXCLUSIONS

A. Property Excluded

This rider does not insure loss or damage to:

1. tarpaulins, tools, repair equipment, wrapping materials and equipment for loading and unloading;
2. patterns, templates, blueprints, accounts, bills, currency, evidences of debt, securities, money, bullion, notes, jewelry, paintings, statuary, other works of art or articles of virtu;
3. animals except against accident causing death or rendering death necessary;
4. shipments carried gratuitously or as an accommodation;
5. freight charges, except charges earned prior to the acceptance of the shipments insured hereunder and for which the Insured is legally liable;
6. breakage of eggs unless directly caused by collision, upset or overturning of the transporting vehicle and then only if the loss amounts to 50% or more 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;
7. property illegally acquired, kept, stored or transported; property seized or confiscated for breach of any law or by order of any public authority;
8. 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;
9. 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;
10. property used for the cultivating, harvesting, processing, manufacturing, distributing or selling of marijuana, or any other substance falling under the Controlled Drug and Substances Act.

B. Perils Excluded

This rider does not insure against loss or damage caused directly or indirectly:

1. 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;
2. 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;
3. due to inherent vice, or delay, loss of profit, loss of use or loss of market;
4. 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 flavor;
5. by change of temperature resulting from breakdown or failure or inefficient operation of any temperature controlled apparatus, connections or supply pipes, unless specifically endorsed herein;
6. 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;
7. by misdelivery, any mysterious disappearance or by pilferage;
8. in whole or in part, out of "Terrorism" or out of any activity or decision of a government agency or other entity to prevent, respond to or terminate "Terrorism". This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the claim.

VII. TRAILERS

This rider 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 this Rider.

VIII. SPECIAL CONDITIONS

1. 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 shipments, 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 damaged with other of like kind and quality.

2. SUBSTITUTION CLAUSE

If any vehicle specified in this rider is withdrawn from normal use because of sale, breakdown, repair, loss or destruction, the limit of liability applying to such vehicle under this rider 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.

3. 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 by any public authority having jurisdiction over the transportation of goods 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.

4. 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, woolens, 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.

IX. BREACH OF CONDITIONS

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 rider, 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.

X. TERRITORIAL LIMITS

This rider covers only within the territorial limits of Canada and the continental United States of America excluding Alaska.

XI. REINSTATEMENT

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

XII. DEFINITIONS

1. "Terrorism" means an ideologically motivated unlawful act or acts, including but not limited to the use of violence or force or threat of violence or force, committed by or on behalf of any group(s), organization(s), or government(s) for the purpose of influencing any government and/or instilling fear in the public or a section of the public.