

MOTOR TRUCK CARGO BROAD FORM

1. Subject to all terms, conditions, limitations and exclusions of this policy, this insurance applies to the legal liability of the Insured as a carrier or bailee under tariff, bill of lading or shipping receipt, issued by the Insured, and the Company will indemnify the Insured for the amount which the Insured shall thereby become liable to pay and shall pay because of all risks of direct physical loss or damage to the property of others, resulting from external cause. But this insurance applies only with respect to shipments of lawful goods and merchandise on any conveyance owned or operated by the Insured or while in the custody or control of the Insured, including the Insured's legal liability to the same extent for property in the custody of other carriers when the Insured has issued a bill of lading. It is specifically agreed that nothing herein shall extend this insurance to the benefit of any other carrier, bailee or warehouseman, except that this shall not prohibit the Insured from making any agreement required by law.
2. This insurance attaches on the liability of the Insured from the time the property is received or receipted by the Insured, or for their account, until delivered to consignee at destination, or if the property is refused or rejected, until such time as the Insured's liability is terminated, but only within the Continental limits of the United States (excluding Alaska) and in no event for more than thirty (30) days from the date first received by the Insured.
3. This Company shall not be liable for more than
 - \$ _____ for property on any one vehicle;
 - \$ _____ for property not on vehicles, while at any terminal operated by the Insured;
 - \$ _____ in any one loss, casualty or disaster, either in case of partial or total loss, or salvage charges, or any other charges, or expenses, or all combined.
4. Each claim for loss or damage shall be adjusted separately and from the amount of each adjusted claim the sum of \$ _____ shall be deducted.
5. This policy does not insure against liability for loss or damage:
 - (a) To accounts, bills, currency, evidences of debt, money, securities, jewelry, or works of art;
 - (b) To livestock except in the event of death or injuries rendering destruction immediately necessary;
 - (c) Caused by delay and/or loss of market;
 - (d) Caused by inherent vice;
 - (e) Caused by infidelity of any person or persons in the employ or service of the Insured whether occurring during the hours of such employment or at any other time;
 - (f) Caused by neglect to the Insured to use all reasonable means to save and preserve the property at and after any loss;
 - (g) Caused by breakdown of refrigeration machinery or by wetness or dampness or by the goods being spotted, discolored, mouldy, rusted, frosted, defrosted, soured, rotted, steamed or changed in flavor unless the same is a direct result of:
 - (1) Fire, including self-ignition and internal explosion of the conveyance;
 - (2) Lightning;
 - (3) Collision, i.e., accidental collision of the conveyance with any other vehicle or object; excluding however the striking of curbing or any portion of the road bed or the striking of rails or ties of railroads, or any loss or damage caused by coming in contact with any stationary object in going forward or in backing for loading or unloading purposes or the coming together of trucks and trailers during coupling or uncoupling;
Notwithstanding anything to the contrary herein contained it is understood and agreed that the striking of merchandise (on any automobile, truck and/or trailer covered under this policy) with an object of any kind shall not be deemed a collision.
 - (4) Overturn of the transporting conveyance;
 - (5) Collapse of bridge or culvert;
 - (6) Stranding, sinking, burning of a ferry vessel.

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5. (Continued)

- (h) Caused by or resulting from hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack, (a) by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces; or (b) by military, naval or air forces; or (c) by an agent of any such government, power, authority or forces; any weapon of war employing atomic fission or radioactive force whether in time of peace or war; insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence, seizure or destruction under quarantine or customs regulations, confiscation by order or any government or public authority, or risks of contraband or illegal transportation or trade;
- (i) Caused by nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and whether such loss be direct, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by the peril(s) insured against in this policy; however, subject to the foregoing and all provisions of this policy, direct loss by fire resulting from nuclear reaction or nuclear radiation or radioactive contamination is insured against by this policy.

6. All shipments for which the Insured's legal liability is insured hereunder shall be 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 this Company shall not exceed the value as shown in tariff documents, bills of lading or shipping receipts if any, nor shall the Company's liability in any event exceed the cost to repair or replace the property lost or damaged with other of like kind and quality.

In consideration of the above it is agreed that the amount of insurance in effect under this policy shall not be reduced by the payment of loss hereunder.

7.

SCHEDULE OF EQUIPMENT

Year	Trade Name	Serial or Motor No.	Type	Limit of Liability
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