

INLAND MARINE

Inland Marine

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Commercial Inland Marine Conditions - CM 00 01 09 04

Policy Amendment(s) Commercial Inland Marine

The following conditions apply in addition to the Common Policy Conditions and applicable Additional Conditions in Commercial Inland Marine Coverage Forms:

Loss Conditions

A. Abandonment

There can be no abandonment of any property to us.

B. Appraisal

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

1. Pay its chosen appraiser; and
2. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

C. Duties in the Event of Loss

You must see that the following are done in the event of loss or damage to Covered Property:

1. Notify the police if a law may have been broken.

2. Give us prompt notice of the loss or damage. Include a description of the property involved.
3. As soon as possible, give us a description of how, when and where the loss or damage occurred.
4. Take all reasonable steps to protect the Covered Property from further damage and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also if feasible, set the damaged property aside and in the best possible order for examination.
5. You will not, except at your own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.
6. As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.

Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.
7. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the Fireman's Fund Insurance Companies as named in the policy



Secretary



President

8. Send us a signed, sworn proof of loss containing the information we request to settle the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
9. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit.
10. Cooperate with us in the investigation or settlement of the claim.

D. Insurance Under Two or More Coverages

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

E. Loss Payment

1. We will give notice of our intentions within 30 days after we receive the sworn proof of loss.
2. We will not pay you more than your financial interest in the Covered Property.
3. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claim against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.
4. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.
5. We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss if you have complied with all the terms of this Coverage Part and:
 - a. We have reached agreement with you on the amount of the loss; or
 - b. An appraisal award has been made.
6. We will not be liable for any part of a loss that has been paid or made good by others.

F. Other Insurance

1. You may have other insurance subject to the same plan, terms, conditions and provisions

as the insurance under this Coverage Part. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this Coverage Part bears to the Limits of Insurance of all insurance covering on the same basis.

2. If there is other insurance covering the same loss or damage, other than that described in 1. above, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

G. Pair, Sets or Parts

1. Pair or Set

In case of loss or damage to any part of a pair or set we may:

- a. Repair or replace any part to restore the pair or set to its value before the loss or damage; or
- b. Pay the difference between the value of the pair or set before and after the loss or damage.

2. Parts

In case of loss or damage to any part of Covered Property consisting of several parts when complete, we will only pay for the value of the lost or damaged part.

H. Recovered Property

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the property will be returned to you. You must then return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the Limit of Insurance.

I. Reinstatement of Limit After Loss

The Limit of Insurance will not be reduced by the payment of any claim, except for total loss or damage of a scheduled item, in which event we will refund the unearned premium on that item.

J. Transfer of Rights of Recovery Against Others to Us

If any person or organization to or for whom we make payment under this Coverage Part has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

1. Prior to a loss to your Covered Property.
2. After a loss to your Covered Property only if, at time of loss, that party is one of the following:
 - a. Someone insured by this insurance; or
 - b. A business firm:
 - (1) Owned or controlled by you; or
 - (2) That owns or controls you.

This will not restrict your insurance.

General Conditions

A. Concealment, Misrepresentation or Fraud

This Coverage Part is void in any case of fraud, intentional concealment or misrepresentation of a material fact, by you or any other insured, at any time, concerning:

1. This Coverage Part;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this Coverage Part.

B. Control of Property

Any act or neglect of any person other than you beyond your direction or control will not affect this insurance.

The breach of any condition of this Coverage Part at any one or more locations will not affect coverage at any location where, at the time of loss or damage, the breach of condition does not exist.

C. Legal Action Against Us

No one may bring us a legal action against us under this Coverage Part unless:

1. There has been full compliance with all the terms of this Coverage Part; and
2. The action is brought within 2 years after you first have knowledge of the direct loss or damage.

D. No Benefit to Bailee

No person or organization, other than you, having custody of Covered Property, will benefit from this insurance.

E. Policy Period, Coverage Territory

We cover loss or damage commencing:

1. During the policy period shown in the Declarations; and
2. Within the coverage territory.

F. Valuation

The value of property will be the least of the following amounts:

1. The actual cash value of that property;
2. The cost of reasonably restoring that property to its condition immediately before loss or damage; or
3. The cost of replacing that property with substantially identical property.

In the event of loss or damage, the value of property will be determined as of the time of loss or damage.

Commercial Articles Floater - 135302 11 84

Policy Amendment - Commercial Inland Marine

Insured _____ Policy Number _____
Producer _____ Effective Date _____

Schedule

1. **Fine Arts** ___ Per Schedule on File with the Company ___ Per Schedule Attached Deductibles \$ ___
- | Loc. | Amount of Insurance | Loc. | Amount of Insurance |
|------|---------------------|------|---------------------|
| | \$ | | \$ |
| | \$ | | \$ |
2. **Cameras, Projection Machines, Films and Related Equipment**
- ___ Per Schedule on File with the Company ___ Per Schedule Attached Deductible \$ ___
- Amount of Insurance \$
3. **Musical Instruments and Related Equipment**
- ___ Per Schedule on File with the Company ___ Per Schedule Attached Deductible \$ ___
- Amount of Insurance \$
- 4.
- ___ Per Schedule on File with the Company ___ Per Schedule Attached Deductible \$ ___
- Amount of Insurance \$

(If no entry appears above, information required to complete this Endorsement will be shown in the Declarations as applicable to this Endorsement.)

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the Fireman's Fund Insurance Companies as named in the policy



Secretary



President

This policy covers only the classes of property for which an amount of insurance is shown in the Declarations applicable to this Amendment. The property must be owned by you or in your custody or control.

If Fine Arts are covered, the premium for the coverage has been computed based upon your statement that the property was at the locations shown in the Declarations applicable to this Amendment on the date this coverage became effective.

1. Causes of Loss We Cover

We cover all risks of direct physical loss to the covered property from any external cause. We do not cover those causes excluded under CAUSES OF LOSS WE DO NOT COVER or excluded elsewhere in this policy.

2. Causes of Loss We Do Not Cover

a. We do not cover loss or damage caused by, or made worse by any of the following:

- (1) wear and tear;
- (2) deterioration, inherent vice or latent defect;
- (3) vermin (birds, rodents, insects or animals);
- (4) seizure or destruction of property by order of governmental authority. But we will pay for acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread if the fire is covered under this policy;
- (5) from any weapon employing atomic fission or fusion or nuclear reaction or radiation, radioactive contamination, however caused. But we will pay for direct loss or damage caused by fire if the fire is covered under this policy;
- (6) war, including undeclared or civil war; warlike action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or,
- (7) insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these;

(8) illegal transportation or trade.

b. As to Fine Arts, we do not cover loss or damage caused by or made worse by:

- (1) repairing, restoration or retouching;
- (2) or from breakage of art glass windows, statuary, marbles, glassware, bric-a-brac, porcelains, and similar fragile articles, unless caused by fire, lightning, aircraft, theft or attempted theft, cyclone, tornado, windstorm, earthquake, flood, explosion, malicious damage or collision, derailment or overturn of conveyance, unless such cause is endorsed onto this policy;
- (3) exhibition at fair grounds or on the premises of any national or international exposition unless such event is covered by endorsement to this policy.

3. Deductible (applies separately to each category of property covered).

All claims for loss arising out of one occurrence shall be adjusted as one claim and the amount specified in the Declarations shall be deducted from the adjusted loss.

4. Special Conditions

a. As to Fine Arts:

You agree that the covered property will be packed and unpacked by competent packers.

We will not pay for more than the amount set opposite the respective articles in the applicable schedules of covered property. The amounts so indicated are agreed to be the value of the articles.

If a total loss occurs to any covered article or articles which are a part of a set, we will pay you the full amount of the value of such set as specified in the applicable schedule, and you agree to surrender the remainder article or articles of the set to us.

b. As to Musical Instruments:

You agree that none of the covered instruments will be played for remuneration during the term of this policy, unless we endorse this

policy and you pay an additional premium to us.

5. Additionally Acquired Property

a. As to Fine Arts:

If during the term of this policy you acquire other objects of art, the provisions of this policy shall cover their actual cash value not exceeding 25% of the aggregate amount of the applicable schedule, PROVIDED you report such additional objects within 90 days from the date acquired and pay pro rata additional premium from the date acquired.

b. As to Cameras and Musical Instruments:

If you acquire additional such property, you must report the addition within thirty (30)

days from the date acquired and pay pro rata additional premium from the date acquired. We cover each separate class of such additionally acquired property but for not more than 25% of the amount of insurance on such class exclusive of this provision, or \$10,000, whichever is less. You understand that this policy ceases to cover such additionally acquired property if you do not report it to the Company within the stated thirty (30) day period.

6. Territorial Limits

This Insurance covers wherever the property may be located, except that Fine Arts are covered only within the Limits of the Continental United States, the State of Hawaii, Canada and the Commonwealth of Puerto Rico.

Commercial Articles Floater Schedule of Property - 141795 11 84

Policy Amendment Commercial Inland Marine

This Schedule is issued in conjunction with and becomes part of Form 135302

Insured Policy Number
Producer Effective Date

Schedule

Schedule of Property

Classification	Schedule	Amount of Insurance
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