

Movers Choice – Moving And Storage Certificate Coverage



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Owner of Property (herein called Insured): Mailing Address:	
Certificate #:	Certificate Date:
Bill of Lading #:	Effective Date:
Warehouse Receipt #:	Effective Date:
Mover:	
Schedule - Property Insured:	
Policy Number:	Description of Property:
Premium: \$	Amount of Insurance (100% value of property): \$
<input type="checkbox"/> Actual Cash Value	<input type="checkbox"/> Replacement Cost
Coinsurance:	% Deductible: \$
in any one occurrence.	
While in transit from	to
OR	
Permanently stored at:	@ \$ /month of value
Signature of Insured: _____	Date: _____

TERMS AND CONDITIONS

Various provisions in this Certificate restrict coverage. Read the entire Certificate carefully to determine rights, duties and what is and is not covered.

1. **PROPERTY COVERED:** This Certificate insures property of the Insured, including household goods, boats not exceeding 16 feet in length, and automobiles accepted for repositioning, packing, crating, or transportation except as excluded in Paragraph 8. **EXCLUSIONS.** Automobiles, boats, computer hardware and antiques are insured for actual cash value only.
2. **COVERAGE PERIOD:** This Certificate covers the property insured while in due course of transit, from the time that the packing commences, provided that the packing is performed by the mover, at the origin residence and continues until delivered at the destination residence, or until unpacking is completed, provided that the unpacking is performed by the mover.
3. **LIMIT OF INSURANCE:** The Company insures up to and shall not be liable for more than the Amount of Insurance shown in the Schedule of this Certificate.
4. **COINSURANCE CLAUSE:** If the amount of insurance purchased is not equal to the 100% value of the property, we will not pay for the full value of any item lost or damaged. You shall, to the extent of such deficit, bear your portion of the loss.
5. **DEDUCTIBLE CLAUSE:** All loss, damage and expense arising out of any one occurrence shall be adjusted as one loss, and from the amount of each such adjusted loss shall be deducted the deductible amount shown in the Schedule of this Certificate.

- 6. TERRITORIAL LIMIT:** This Certificate applies only within the United States and Canada (excluding transportation to and from Alaska or Hawaii).
- 7. PERILS INSURED:** This Certificate insures against all risk of direct physical loss or damage to the described property from any external cause except as excluded in Paragraph **8. EXCLUSIONS**.
- 8. EXCLUSIONS:** This Certificate does not apply to and coverage is not provided for:
- a. Delay of shipment, loss of market, loss of value, loss of use or consequential damages.
 - b. Perishable articles unless caused directly by fire, lightning, explosion, flood, cyclone, tornado, windstorm, collapse of bridges, theft, or collision, overturn or upset of the transporting vehicle.
 - c. Documents, foodstuffs, plants, live animals, currency, notes, securities, accounts, bills, bullion, deeds, personal documents, family albums/videos/photographs, stamps, coins, money, jewelry, furs, sports cards, watches and precious stones.
 - d. Automobiles driven under its own power except during loading and unloading.
 - e. Collections valued over \$500 unless specifically listed in the Schedule of this Certificate by description and value and the additional premium paid.
 - f. Fine arts and antiques in excess of \$5,000 per item or \$15,000 collectively unless specifically listed in the Schedule of this Certificate by description and value and the additional premium paid.
 - g. Loss or damage caused by or resulting from:
 - (1) An act, omission or order of the Insured or his agent;
 - (2) Insects, moths, vermin or ordinary wear and tear;
 - (3) Damages caused by spillage of chemicals, cleaning solutions, flammables, lubricants and other similar materials;
 - (4) Defects or inherent vice of the article, including susceptibility to damage because of atmospheric conditions such as temperature and humidity or changes therein.
 - h. Fungus, mold(s), mildew or yeast; or any spores or toxins created or produced by or emanating from such fungus, mold(s), mildew or yeast;
 - (1) Fungus includes, but is not limited to, any of the plants or organisms belonging to the major group fungi, lacking chlorophyll, and including mold(s), rusts, mildews, smuts and mushrooms;
 - (2) Mold(s) includes, but is not limited to, any superficial growth produced on damp or decaying organic matter or on living organisms, and fungi that produce mold(s);
 - (3) Spores means any dormant or reproductive body produced by or arising or emanating out of any fungus, mold(s), mildew, plants, organisms or microorganisms.
 - i. Loss of or damage to computer data or media.
 - j. Damage to packed articles unless professionally packed, or unless there are physical signs that such damage resulted from negligence of the mover, or unless the damage is caused directly by fire, lightning, explosion, flood, cyclone, tornado, windstorm, collapse of bridges, theft, or collision, overturn or upset of the transporting vehicle.
 - k. The mechanical or electrical derangement of mechanical, electrical, or electromechanical devices unless there are physical signs such damage resulted from negligence of the mover.
 - l. Missing items, unless exceptions are noted on delivery documents.
 - m. Loss or damage caused by or resulting from a nuclear reaction, nuclear radiation, or radioactive contamination (whether controlled or uncontrolled; whether caused by natural, accidental, or artificial means). Loss caused by nuclear hazard is not considered loss caused by fire, explosion, or smoke. Direct loss by fire resulting from the nuclear hazard is covered.

n. Loss caused by:

- (1) War, including undeclared war or civil war; or
- (2) Warlike action by a military force, including action taken to prevent or defend against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, or unlawful seizure of power including action taken by governmental authority to prevent or defend against any of these.

With regard to any action that comes within the "terms" of this exclusion and involves nuclear reaction, nuclear radiation, or radioactive contamination, this War and Military Action Exclusion will apply in place of the Nuclear Hazard Exclusion.

o. Loss caused by or resulting from release, discharge, seepage, migration, dispersal, or escape of pollutants. For the purposes of this exclusion, pollutants means any solid, liquid, gaseous, thermal, or radioactive irritant or contaminant, including but not limited to acids, alkalis, chemicals, fumes, smoke, soot, vapor, and waste. Waste includes materials to be recycled, reclaimed, or reconditioned, as well as disposed of.

9. GENERAL CONDITIONS:

a. **VALUATION:** If the valuation stated in the Schedule of this Certificate is Actual Cash Value, the Company shall not be liable for more than the lesser of the following amounts:

- (1) The actual cash value of the property at the time of loss, allowing for depreciation and obsolescence, or
- (2) The Amount of Insurance stated in the Schedule of this Certificate, or
- (3) The actual cost to repair the damaged property.

If the valuation stated in the Schedule of this Certificate is Replacement Cost, the Company shall not be liable for more than the lesser of the following amounts:

- (1) The replacement cost of the property at the time of loss, or
- (2) The Amount of Insurance stated in the Schedule of this Certificate, or
- (3) The actual cost to repair the damaged property.

b. **TEMPORARY STORAGE:** This policy, subject to all its terms and conditions, is extended to cover shipments of household goods and personal effects which are temporarily stored at a public warehouse (excluding any storage of goods in a mini warehouse or self storage location) for a period of up to 90 consecutive days at no additional charge.

c. **PERMANENT STORAGE:** This policy, subject to all its terms and conditions, may be extended to cover shipments of household goods and personal effects which are stored at a public warehouse, where a valid warehouse receipt has been issued (excluding any storage of goods in a mini warehouse or self storage location). Coverage is available subject to the above Permanent Storage schedule and rate and with notification to the Company within 15 days of the commencement of permanent storage. The following additional exclusion shall apply in the event of loss or damage to property insured under this extension: Coverage under this Certificate does not apply to loss or damage caused by or resulting from unexplained or mysterious disappearance, or shortage.

d. **PAIR OR SET:** In the event of loss or damage to any article or articles which are part of a pair or set, the measure of loss or damage to such article or articles shall a reasonable and fair proportion of the total value of the pair or set, giving consideration to the importance of such article or articles, but in no event shall such loss or damage be construed to mean total loss of the pair or set.

- e. **PROTECTION OF PROPERTY:** In case of actual (or imminent with prior notice to and approval from the Company) loss or damage, it shall, without prejudice to this insurance, be lawful and necessary for the Insured, their factors, servants or assigns to sue, labor and travel for, in and about the defense, safeguard and recovery of the property or any part of the property insured hereunder; nor in the event of loss or damage shall the acts of the Insured or the Company in recovering, saving and preserving the insured property be considered a waiver or an acceptance of abandonment. The expenses so incurred shall be borne by the Insured and the Company proportionately to the extent of their respective interests.
- f. **NOTICE AND PROOF OF LOSS:** You must give us a signed, sworn proof of loss. If the loss arises from a catastrophic event for which a state of disaster or emergency was declared pursuant to law by civil officials, and the damaged covered property is within the area covered by such declaration, the proof of loss must be given to us within 180 days after the date of our request, the date that the declaration of emergency ends, or the date that you are allowed access to "your" property by civil authorities, whichever is later. In all other cases, the proof of loss must be given to us within 60 days after our request.
- g. **INSURED'S RESPONSIBILITY:** It is the Insured's responsibility to check the Household Goods Descriptive Inventory for correctness before signing. All goods must be listed on the inventory and the condition at origin must accurately reflect the condition of the goods at origin. The Insured shall upon delivery check the items against the inventory and note any missing items and changes in condition of the goods delivered. The Company's liability for loss or damage will be determined by the notations made at delivery. In the event an inventory is not prepared by the mover, exceptions and notations must be made on the bill of lading or delivery receipt.
- h. **SETTLEMENT OF CLAIMS:** All adjusted claims shall be paid or made good to the Insured within thirty (30) days after presentation and acceptance of satisfactory proof of interest and loss at the office of the Company. No loss shall be paid if the Insured has collected the same from others.
- i. **DEBRIS REMOVAL:** In the case of loss or damage to the property covered hereunder, the Company will pay such expense which may be incurred in the removal of all debris of such property which may be occasioned by loss covered under the terms of this Certificate. However, total liability under the Certificate shall not exceed the Amount of Insurance shown in the Schedule of this Certificate.
- j. **COMPANY'S OPTIONS:** It shall be optional with the Company to take all, or any part, of the property at the agreed or appraised value, or to repair, rebuild or replace such property destroyed or damaged with other of like kind and quality within thirty days (30) after the receipt and acceptance of the proof of loss herein required.
- k. **SUBROGATION:** In the event of any loss payment under this Certificate, the Insured shall assign and subrogate all their rights and claims against others to the Company at time of payment, for an amount not exceeding the sum paid by the Company and shall permit suit to be brought in the Insured's name, but at the Company's expense. The Insured further agrees to render all reasonable assistance in the prosecution of such suit or suits. The Company is not liable for any loss, which, without its consent, has been settled or compromised with others who may be liable therefore.
- l. **APPRAISAL:** If the Insured and the Company fail to agree on the amount of loss, each upon written demand either of the Insured or of the Company made within sixty (60) days after receipt of proof of loss by the Company, shall select a competent and disinterested appraiser. The appraisers shall then select a competent and disinterested umpire. If they should fail for fifteen (15) days to agree upon such umpire, then upon the request of the Insured or of the Company such an umpire shall be selected by a judge of a court of record in the county and state in which such appraisal is pending. Then at a reasonable time and place, the appraisers shall appraise the loss stating separately the value at the time of loss and the amount of loss. If the appraisers fail to agree, they shall submit their differences to the umpire. An award in writing of any two shall determine the amount of loss. The Insured and the Company shall each pay his or its chosen appraiser and shall bear equally the other expense of the appraisal and of the umpire.
- m. **SUIT:** No suit, action or proceeding for the recovery of any claim under this Certificate shall be sustainable in any court of law or equity unless all the requirements of this Certificate have been complied with, and unless commenced within twelve (12) months after discovery by the Insured of the occurrence which give rise to the claim.
- n. **ASSIGNMENT:** Assignment or transfer of this Certificate shall not be valid without written consent of the Company.

- o. AGENT:** No person or firm shall be deemed an agent of the Company unless specifically authorized in writing by the Company.
- p. CONFORMITY TO STATUE:** Terms of this Certificate in conflict with the written laws of any state in which this Certificate is issued, which are applicable to this Certificate, are changed to conform to such laws.
- q. MISREPRESENTATION, CONCEALMENT OR FRAUD:** This coverage is void if, when applying for coverage, the insured, with intent to deceive, has made a false statement that is material to the risk.
 - (1)** Except for loss caused by fire, we do not provide coverage for any insured if any insured has, with intent to deceive, before or after a loss:
 - (a)** Willfully concealed or misrepresented:
 - (i)** A material fact or circumstance that relates to this insurance or the subject thereof; or
 - (ii)** The insured's interest herein; or
 - (b)** Committed fraud or sworn falsely with regard to a matter that relates to this insurance or the subject thereof.
 - (2)** For loss caused by fire, we do not provide coverage for the insured who has, with intent to deceive, before or after a loss:
 - (a)** Willfully concealed or misrepresented:
 - (i)** A material fact or circumstance that relates to this insurance or the subject thereof; or
 - (ii)** The insured's interest herein; or
 - (b)** Committed fraud or sworn falsely with regard to a matter that relates to this insurance or the subject thereof.