

**National Union Fire Insurance Company of Pittsburgh, Pa.**

**Executive office:  
175 Water Street  
New York, NY 10038**

**UPS Capital Insurance Agency, Inc. - Administration/Claims Office:  
35 Glenlake Parkway, NE  
Atlanta, Georgia 30328  
1-877-263-8772**

**CARGO INSURANCE POLICY DECLARATIONS**

**NOTICE: THE DECLARATIONS PAGE FORMS A PART OF YOUR POLICY. PLEASE READ THE DECLARATIONS PAGE, YOUR POLICY AND ANY ENDORSEMENT(S) CAREFULLY TO FULLY UNDERSTAND YOUR COVERAGE. PLEASE DIRECT QUESTIONS TO: 1-877-263-8772.**

**General Information:**

Worldwide Express, Inc.  
2323 Victory Ave  
Suite 1600.  
Dallas, TX 75219

Policy Number: 15914024-23973

Attachment Date: 06/01/2020  
Goods Insured: Miscellaneous

**EXTENDED COVERAGE: THE NAMED INSURED WILL HAVE EXTENDED COVERAGE AS SET FORTH ON THE APPLICABLE ENDORSEMENT(S) ATTACHED TO THE POLICY.**

**Geographical Limits:**

At and from ports and/or places in the world to ports and/or places in the world, excluding, however, shipments to or from countries which are the subject of trade or economic embargoes imposed by the laws or regulations of the United States of America and shipments entirely within the contiguous forty-eight (48) states and Canada or entirely within any one country, excepting, however, coastwise, intercoastal and intracoastal shipments.

PER ENDORSEMENT TERMS: Coverage is extended, subject to endorsement terms, to include goods and/or merchandise while in the ordinary course of transit exclusively by land or air for shipments originating from and deliverable to and always within the continental limits of the contiguous forty-eight (48) states and/or Canada.

**Provisions:**

Average Terms and Conditions: New Goods and/or Merchandise underdeck shipments and containerized New Goods and/or Merchandise wherever stowed are insured: All risks of physical loss of or damage from any external cause irrespective of percentage; but excepting such risks as are excluded by the Paramount Warranties and/or other provisions in this Policy, unless such excluded risks are specifically covered by endorsement. Certain commodities excepted and insured Warranted free from Particular Average and/or special insuring conditions per applicable endorsement and certain commodities excluded from coverage.

Non-containerized New Goods and/or Merchandise on deck shipments are insured: Free of Particular Average (partial losses excluded) as set forth in the Average Terms Clause, also excluding such risks as are excluded by the Paramount Warranties or other clauses in this Policy unless such risks are specifically covered by an endorsement.

Used Goods and/or Merchandise shipments are insured: per endorsement.

**Valuation: New goods: Invoice cost + freight + 10%. Used goods: actual cash value + freight + 10%. In all cases, the claim payment shall not exceed the amount declared for insurance purposes less the applicable deductible (if any).**

**NOTE: SHIPMENTS VALUED AT \$100,000 OR GREATER MUST BE APPROVED IN WRITING BY UPS CAPITAL INSURANCE AGENCY, INC. IN ADVANCE OF SHIPMENT.**

**Limits of Liability:**

\$1,000,000	any one conveyance or occurrence, whichever is less;
\$100,000	for On Deck shipments, when subject to an On Deck Bill of Lading

**Insuring terms and Valuation same as Marine Rate Included in Marine Rate**

**Deductible:**

Per attached Commodity Schedule Endorsement and any modifying Policy endorsement

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**Premium, deposit and rates:**

Per attached Commodity Schedule Endorsement and any modifying Policy endorsement. Rates shall be calculated per hundred dollar valuation. Rates include Endorsements noted on this Declaration Page.

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**Endorsements:**

- S.R. & C. C. Endorsement (Endorsement #1)
  - War Endorsement (Endorsement #2)
  - No Tria Coverage (Negative Election) (Endorsement #3)
  - Endorsement for Inter U.S / Canada Shipments (Endorsement #4)
  - Commodities Exclusion Endorsement (Endorsement #5)
  - Time for Notice of Loss or Damage and Preservation of Subrogation Rights (Endorsement #6)
  - WWE Cargo Program Endorsement "B" (Commodity Schedule) (Endorsement #7)
  - WWE Cargo Program Endorsement "C" (Shipper Average Terms Modification) (Endorsement #8)
  - WWE Cargo Program Endorsement "D" (Shipper Deductible Modification) (Endorsement #9)
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IN WITNESS WHEREOF, the Insurer has caused this policy to be signed on the Declarations Page by its President and Secretary as duly authorized representative of the Insurer.



\_\_\_\_\_  
President

National Union Fire Insurance Company  
of Pittsburgh, Pa.



\_\_\_\_\_  
Secretary

National Union Fire Insurance Company  
of Pittsburgh, Pa.

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# MARINE OPEN CARGO INSURANCE POLICY

## GENERAL CLAUSES:

### 1. ASSURED

**The National Union Fire Insurance Company of Pittsburgh, PA**, hereinafter referred to as the “Company”, in consideration of rates and premium to be paid at the rates set forth herein or as may be endorsed hereon and subject to all the terms, conditions, exceptions and warranties set forth herein, does hereby insure lost or not lost:

Worldwide Express, Inc.  
2323 Victory Ave  
Suite 1600  
Dallas, TX 75219

hereinafter referred to as the “Assured.”

### 2. LOSS PAYABLE

Loss, if any, is payable to Assured or order; subject to proof of interest / risk of loss in goods insured.

### 3. GOODS INSURED

Unless otherwise noted elsewhere this policy is intended to cover lawful goods and/or merchandise of every description but consisting principally of general merchandise consigned and/or shipped by or to the Assured or by or to others for the Assured’s account or control or in which the Assured may have an interest but excluding shipments sold on F.O.B., F.A.S., C. & F. or similar terms whereby the Assured is not obliged to furnish marine insurance and excluding shipments purchased on terms which include insurance to destination; also to cover all shipments for the account of others on which the Assured (OR ANY OF ITS FRANCHISEES) may receive instructions to insure, such instructions being given in writing prior to commencement of transportation and prior to any known or reported loss or accident.

The following commodities shall be insured Warranted free from Particular Average as per policy conditions with option for all risk but subject to underwriter approval prior to any shipment commencement: automobiles, trucks, motorcycles, vans, utility vehicles, motorhomes, scooters, boats, yachts, live plants, animals, insects, eggs in shell, explosives, airplanes, parts unboxed / bagged merchandise (non-containerized).

### 4. GEOGRAPHICAL LIMITS

At and from:

PORTS AND/OR PLACES IN THE WORLD TO PORTS AND/OR PLACES IN THE WORLD, UNLESS OTHERWISE SPECIFIED ON THE DECLARATIONS PAGE.

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**5. U.S. ECONOMIC AND TRADE SANCTIONS 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. Department of the Treasury, 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.

**6. CONVEYANCES**

This policy covers goods shipped by the following conveyances:

- a. metal self-propelled vessels;
- b. aircraft and connecting conveyance;
- c. truck or rail conveyance;
- d. first class or registered mail, ordinary or registered or government insured parcel post; by air or otherwise, or courier service;
- e. RESERVED;
- f. RESERVED;
- g. Other conveyance types as may be provided by endorsement hereto.

Wherever the words ship, vessel, seaworthiness, ship or vessel owner appear in this policy, they are deemed to include also the words aircraft, airworthiness or aircraft owner. References in this policy of or relating to conveyance types other than those conveyance types designated above or in an endorsement hereto shall in no event infer or create coverage for conveyance types not specifically designated above or in an endorsement hereto.

**7. CLASSIFICATION CLAUSE**

Applicable in respect to shipments on metal-hulled, self-propelled vessels, it is agreed the stated Policy rates shall apply in respect to vessels which are not over 20 years of age nor less than 1000 net registered tons and which are classified "A1" American Record or equivalent by a member of the International Association of Classification Societies or vessels over 20 years of age which are approved by this Company, and which are not less than 1000 net registered tons and classes as above, but while operating in their regular trade but in either case excluding vessels built: (a) for service on the Great Lakes; (b) solely for military or naval service; or (c) for the carriage of dry bulk cargo or liquid bulk cargoes, and which are more than 15 years of age, unless specifically approved by this Company.

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## 8. ATTACHMENT AND CANCELLATION

This Policy and the coverage granted hereunder to be deemed continuous and to attach and cover in respect of all insured goods and/or merchandise shipped on and after the Attachment Date shown on the Declaration Page and will continue in force until cancelled by either party giving the other, or its agent, thirty (30) days written notice, or unless otherwise mutually agreed upon or otherwise provided for herein, or unless otherwise voided by reason of breach of warranty, misrepresentation or concealment.

However, in the event the Named Insured fails to pay the Company the premium due on the policy, the policy may be cancelled by the Company by mailing to the Named Insured at the Address shown within this policy by the Company by giving 10 days written notice to the Assured of such cancellation of the policy.

If such cancellation for failure to pay premiums for thirty (30) days or more is invalid under the laws of the state within which this Policy is issued, then such notice shall be effective as a notice of cancellation within the shortest period of time permitted under the laws of the state in which this policy is issued.

## 9. VALUATION

New goods: Invoice cost + freight + 10%. Used goods: actual cash value + freight + 10%. In all cases, the claim payment shall not exceed the amount declared for insurance purposes less the applicable deductible (if any). Foreign currency is to be converted into United States currency at Banker's sight rate of exchange on the date of issuance of each invoice and/or credit and/or draft.

## 10. LIMITS OF LIABILITY

This insurance shall not attach or cover and these Assurers shall not be liable for more than **\$1,000,000** by any one conveyance or occurrence, whichever is less, unless otherwise specified elsewhere herein or in any endorsement hereto.

## 11. ACCUMULATION

Should there be an accumulation of interests beyond the limits expressed in Clause 10 of the policy by reason of any interruption of transit beyond the control of the Assured, or by reason of any casualty, and/or at a transshipping point and/or on a connecting conveyance, or by reason of one or more conveyances loading from or discharging to the same terminal or place, this policy shall attach for the full amount at risk, but in no event for more than twice the policy limit, provided that written notice is given to this Company as soon as known to the Assured, and an additional premium paid if required.

## PERILS CLAUSES:

## 12. PERILS

Touching the adventures and perils which this Company is contented to bear, and take upon itself, they are of the seas and inland waters, fires, assailing thieves, jettisons, barratry of the Master and Mariners, and all other like perils, losses and misfortunes that have or shall

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come to the hurt, detriment or damage of the said goods and merchandise, or any part thereof except as may be otherwise provided for herein or endorsed hereon.

In respect of shipments by aircraft, the words “seas” and “barratry of the Master and Mariners” shall be read as “air” and “breaches of trust by aircrew” respectively.

**13. SUE AND LABOR**

In case of any imminent or actual peril, loss or misfortune, it shall be lawful and necessary to and for the Assured, his or their factors, servants and assigns, to sue, labor and travel for, in and about the defense, safeguard and recovery of the goods insured, or any part thereof, without prejudice to this insurance; to the charges whereof, this Company will contribute. Nor shall the acts of the Assured or the Company, in recovering, saving and preserving the goods insured, in case of disaster, be considered a waiver or an acceptance of an abandonment.

**14. GENERAL AVERAGE AND SALVAGE**

General Average and Salvage Charges are payable in full irrespective of insured and contributory values, in accordance with United States laws and usage and/or as per Foreign Statement and/or as per York-Antwerp Rules (as prescribed in whole or part) if in accordance with contract of affreightment.

Nothing in the preceding paragraph shall be construed to amend the limits of liability set forth in this Policy. This Company shall be liable for only such proportion of General Average and Salvage Charges as the amount declared for insurance purposes (less Particular Average for which this Company is liable hereunder, if any) bears to the Contributory Value of the property hereby insured, but in no event to exceed the applicable Limit of Liability.

**15. INCHMAREE**

This insurance is also specially to cover any loss of or damage to the goods covered hereunder, through the bursting of boilers, breakage of shafts or through any latent defect in the machinery, hull or appurtenances, or from faults or errors in the navigation and/or management of the vessel by the master, officers, crew, engineers or pilots.

**16. BOTH TO BLAME**

Where goods are shipped under a Bill of Lading or Contract of Affreightment containing the so-called “Both to Blame Collision Clause”, this Company agrees as to all losses covered by this insurance to indemnify the Assured for any amount (not exceeding the amount insured under this policy) which the Assured may be legally bound to pay to the shipowner under such clause. In the event that such liability is asserted, the Assured agrees to notify the Company, who shall have the right at their own cost and expense to defend the Assured against such claim.

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**17. RELEASED BILL OF LADING (WAIVER AND/OR RELEASE)**

Privilege is hereby granted the Assured to ship goods covered by this Policy under released or limited Bills of Lading, shipping receipts or other contracts of affreightment without prejudice to this insurance; subject to payment of additional premium, if required.

**18. BILL OF LADING, ETC. (NEGLIGENCE)**

The Assured is not to be prejudiced by the presence of the negligence clause and/or latent defect clause in the Bill of Lading and/or Charter Party and/or contract of affreightment. The seaworthiness of the vessel and/or craft as between the Assured and this Company is hereby admitted, and this Company agrees that in the event unseaworthiness or a wrongful act or misconduct of ship owner, charter, their agents or servants shall, directly or indirectly, cause loss or damage to the goods covered under this policy, this Company will (subject to the terms of average and other conditions of the policy) pay to an innocent Assured the resulting loss. With leave to sail with or without pilots, to tow and assist vessels or craft in all situations and to be towed.

**19. REFUSED AND/OR RETURNED SHIPMENTS**

Provided reported to this Company promptly, this Policy shall cover, subject to original insuring conditions, goods refused by consignees or which remain at the risk of the Assured beyond the normal course of transit until disposed of by the Assured at additional premium to be agreed. In no event shall this insurance cover after delivery of the goods to the consignee nor shall it inure to the benefit of the consignee.

**20. CARRIER**

Warranted that this insurance shall not inure, directly or indirectly, to the benefit of any carrier or bailee.

**AVERAGE CLAUSES:**

**21. AVERAGE TERMS AND CONDITIONS**

a) **SHIPMENTS UNDER DECK:** Except while on deck of the ocean vessel and subject to an On Deck Bill of Lading, shipments suitably packed for export, are insured, against All Risks of physical loss or damage from any external cause, irrespective of percentage, but excluding those risks excepted by the Free of Capture and Seizure Warranty and the Strikes, Riots, and Civil Commotions Warranty contained herein, unless such risks are specifically assumed hereunder by endorsement.

**DEDUCTIBLE:** Notwithstanding anything to the contrary which may be contained in the policy or the clauses attached thereto, no claim arising from a peril insured against shall be payable under this insurance unless such claim exceeds the applicable deductible.

Notwithstanding the foregoing, the deductible shall not apply to losses recoverable under the Sue and Labor, F.P.A., Explosion and, General Average and Salvage clauses of the Policy.

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- b) **SHIPMENTS ON DECK:** Shipments suitably packed for export, which are shipped on deck subject to an On Deck Bill of Lading are insured, Warranted free from Particular Average unless caused by the stranding, sinking, burning and/or collision of the vessel: but to pay the insured value of any merchandise and/or goods jettisoned and/or washed overboard, irrespective of percentage. Notwithstanding the foregoing, merchandise and/or goods shipped on deck subject to an Under Deck bill of lading, without the knowledge and consent of the Assured, shall be treated as under deck cargo and insured as per (a) above.

Notwithstanding the above, all insured goods shipped in fully enclosed containers which are stowed on deck, are insured subject to the provisions of this policy applying to under deck shipments, provided such goods are subject to an Under Deck or an optional Under Deck/On Deck Bill of Lading.

- c) **SHIPMENTS BY AIRCRAFT:** Shipments by aircraft, suitably packed for export, are insured against All Risks of physical loss or damage from any external cause, irrespective of percentage, but excluding those risks excepted by the Free of Capture and Seizure Warranty and the Strikes, Riots, and Civil Commotions Warranty contained herein, unless such risks are specifically assumed hereunder by endorsement. Also warranted free of claim for loss or damage due to changes in atmospheric pressure and/or temperature. Whenever the words "ship", "vessel", "seaworthiness", "ship owner", or "vessel owner" appear in this Policy (except in the "Conveyance" clause and the "Limit of Liability" clause), they are deemed to include also the words "aircraft", "air worthiness" or "aircraft owner".

**DEDUCTIBLE:** Notwithstanding anything to the contrary which may be contained in the policy or the clauses attached thereto, no claim arising from a peril insured against shall be payable under this insurance unless such claim exceeds the applicable deductible amount.

- d) **SHIPMENTS BY BARGE:** Shipments via approved iron and/or steel Barge (other than as a connecting conveyance), suitably packed for export, are insured Warranted free from Particular Average unless caused by the vessel and/or interest insured being stranded sunk, burnt, on fire or in collision with another ship or vessel or with ice or with any substance other than water, but liable for jettison and/or washing overboard irrespective of percentage, unless broader terms are provided elsewhere within this policy.

## 22. **LANDING, WAREHOUSING, FORWARDING CHARGES, PACKAGES TOTALLY LOST LOADING, ETC.**

Notwithstanding any average warranty contained herein, this Company agrees to pay any landing, warehousing, forwarding, other expenses and/or special charges for which this policy in the absence of such warranty would be liable as well as the insured value of any package or packages which may be totally lost in loading, transshipment or discharge and any partial loss arising from transshipment.

This insurance is also to pay landing, warehousing, forwarding and special charges as a result of insolvency or financial default of the owners, charterers, managers or operators of the vessel. In no event, however, shall this insurance cover if, at the time of loading of the

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subject matter insured on board the vessel, the Assured is aware or, in the ordinary course of business, should be aware that such solvency or financial default could prevent the normal prosecution of the voyage.

**ADDITIONAL PERILS CLAUSES:**

**23. LABELS**

In case of damage affecting labels, capsules or wrappers, this Company shall not be liable for more than an amount sufficient to pay the cost of new labels, capsules or wrappers, and the cost of reconditioning the goods, but in no event shall this Company be liable for more than the insured value of the damaged goods.

**24. TRADEMARKED CARTONS**

This Policy covers damage to trademarked cartons, but claims payable hereunder shall be limited to an amount sufficient to pay the cost of new cartons, including forwarding charges of the new cartons and charges of repackaging.

**25. BRAND AND TRADEMARK GOODS**

In case of damage to goods bearing a Brand or Trademark, the sale of which carries or implies a guarantee of the supplier or Assured, the salvage of such damaged property shall be determined after the removal of all Brands or Trademarks. On containers where the Brand or Trademark cannot be removed, the contents shall be transferred to plain bulk containers. With respect to goods and/or containers from which it is impractical to destroy all evidence of the Assured's connection therewith, this Company agrees to consult with the Assured with respect to the disposition of said goods and/or containers.

**26. EXPLOSION**

Notwithstanding any average warranty to the contrary, this policy to cover loss, damage or expense resulting from explosion, howsoever or wheresoever occurring, irrespective of percentage, excluding those risks excepted by the Paramount Warranties.

**27. SHORE PERILS**

Notwithstanding any average warranty to the contrary, where this insurance by its terms covers goods while on docks, wharves, quays or elsewhere on shore and/or during land transportation, it shall include the risks of loss, damage or expense caused by fire, sprinkler leakage, lightning, cyclone, hurricane, earthquake, windstorm, hail, landslide, volcanic eruption, flood, rising water, aircraft, objects falling from aircraft, collision, derailment and/or any accident to the conveyance, collapse and/or subsidence of docks, wharves, quays and/or structures.

**28. DAMAGE IN THE COURSE OF INSPECTION**

With respect to goods covered hereunder "all risk", this insurance is extended to cover physical damage to the goods caused by the actions of Customs and/or other government agents in the course of their duly constituted governmental inspection duties.

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**29. DELIBERATE DAMAGE / POLLUTION HAZARD**

This Policy covers, but only while the goods insured are on board a waterborne conveyance, loss of or damage to said goods directly caused by governmental authorities acting for the public welfare to prevent or mitigate a pollution hazard or threat thereof, provided that the accident or occurrence creating the situation which required such governmental action would have resulted in a recoverable claim under the Policy (subject to all of its terms, conditions and warranties) if the goods insured would have sustained physical loss or damage as a direct result of such accident or occurrence.

This coverage shall not increase the Limits of Liability provided in Clauses 9 and 10.

**30. IMPORT DUTY**

This insurance also covers the risk of loss, by reason of perils insured against, on duties imposed on goods imported into the United States or Canada and insured hereunder, it being understood and agreed, however, that when the risk upon the goods continues beyond the time of landing from the overseas vessel, the increased value, consequent upon the payment of such duties, shall attach as an additional insurance upon the goods from the time such duty is paid or becomes due, to the extent of the amounts thereof actually paid or payable, and never to exceed 10% of the insured invoice value.

The Assured will, in all cases, use reasonable efforts to obtain abatement or refund of duties paid or claimed in respect of goods lost, damaged or destroyed. It is further agreed that the Assured shall, when the Company so elects, surrender the goods to the Customs authorities and recover duties thereon as provided by law, in which event the claim under this policy shall be only for a total loss of the goods so surrendered and expenses which shall include the expense of surrendering the merchandise to the Customs authorities.

**31. F.O.B. / F.A.S. SHIPMENTS**

This policy is extended to cover, subject to its terms and conditions, shipments of goods sold for export on F.O.B. or F.A.S. steamer or similar port of loading terms at port of export, from the time the goods leave the warehouse and/or store at the place named in the policy for the commencement of the transit at the risk of the Assured per land conveyances and/or craft and continues during the ordinary course of transit until the goods cease to be at the risk of the Assured but in no event shall this insurance continue beyond the time of delivery on board or alongside ocean steamer or other overseas conveyance as required by the contract sale.

The Assured agrees to report on the last day of each month or as soon thereafter as practicable the total value of shipments insured under the foregoing clause and to pay premium thereon at the rates of this Company.

**32. FREIGHT PAYABLE ON DELIVERY (COLLECT FREIGHT)**

This insurance also covers the risk of loss, by reason of perils insured against, of freight which is payable only upon delivery of the goods insured ("collect freight") hereunder, but warranted free from any claim for Salvage Charges on freight and free from any claim in respect of freight which has not become due to the Carrier upon arrival of the goods at destination, it being understood and agreed, however, that when the risk upon the goods

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continues beyond the time of landing from the conveyance, the increased value, consequent upon the payment of such freight, shall attach as an additional insurance upon the goods from the time such freight is paid or becomes due, to the extent of the amounts thereof actually paid or payable.

The Assured warrants that on all risks insured hereunder a separate amount shall be reported sufficient to cover the collect freight, upon which the rate of premium shall be an agreed percentage of the rate named for the subject goods.

### **33. FRAUDULENT BILLS OF LADING**

This policy also covers:

- (a) physical loss of or damage to the goods insured elsewhere under this policy occasioned through the acceptance by the Assured and/or their Agents and/or Shippers of fraudulent Bills of Lading and/or Shipping Receipts and/or Messenger Receipts, and
- (b) physical loss or damage caused by the utilization of legitimate bills of lading and/or other shipping documents without authorization and/or consent of the Assured or their agents.

In no event however does this policy cover loss or damage arising from the shipper's fraud or misstatement.

### **34. FUMIGATION**

In the event of a conveyance or location, being fumigated and physical loss of or damage to the Assured's goods results therefrom, this Company agrees to indemnify the Assured for such loss or damage and the Assured agrees to subrogate to this Company any recourse that the Assured may have for recovery of such loss or damage from others.

### **35. DEBRIS REMOVAL**

This insurance also covers expenses incurred in removal of all debris of the goods covered hereunder which may be occasioned by loss caused by any of the perils insured against except that this Company shall not be liable under this policy and this Clause for more than 10% percent of the insured value of the goods in no event to exceed **\$100,000**. Nothing contained herein shall be construed to cover any liability, clean up or other expenses for which the Assured may be liable under any pollution statute. Nothing in the proceeding paragraph shall be construed to amend the limits of liability set forth in Clauses 10 and 11 of this policy.

### **36. CONCEALED DAMAGE, DELAYED OPENING**

In the event of delay in the opening of any package after arrival at the final destination, and loss or damage which can reasonably be shown to have occurred prior to delivery to final destination be found when packages are eventually opened, but not later than **thirty (30)** days after arrival at final destination, such loss shall be adjusted and paid by the Company in the same manner as though the packages had been immediately opened upon arrival,

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provided such loss or damage is otherwise recoverable under the terms and conditions of the open policy to which this endorsement is attached..

Packages showing external evidence of damage are to be opened immediately or coverage provided herein shall not apply to such packages.

In the event that packages of the above mentioned goods are not to be opened within the above mentioned limit, additional time may be granted, at rates to be agreed, provided notice is given to the Company prior to the expiration of the time limit agreed upon.

### **37. CONTAINER DEMURRAGE CHARGES**

This policy shall cover demurrage charges and/or late penalties assessed against, and paid by, the Assured for late return of containers (“container demurrage”), when retained by the Assured at the instruction of the Company for inspection by the Company’s Surveyor in investigation of loss or damage recoverable under this policy.

The time period for which the Company shall be liable for container demurrage charges and/or penalties shall begin at the time the Company instructs the Assured to retain the containers for inspection and end at the time the Company’s Surveyor instructs the Assured to return the containers.

### **38. SHORTAGE FROM CONTAINERS**

If, by the terms of this policy, coverage is provided for loss due to theft, it is understood to include the unexplained disappearance of packages or other shipping units from containers; whether such containers arrive at final insured destination with original seals intact or not.

It is a condition of this insurance that the Assured shall render all reasonable assistance to the Company in subrogating against the party and/or parties responsible for any loss paid under this clause.

It is a further condition of this insurance that the Assured shall not divulge the existence of the insurance provided by this clause to anyone outside the Assured’s organization. Violation of this condition shall void the insurance provided by this clause with respect to containers, which arrive at final insured destination with original seals intact.

### **39. CONTINGENT INTEREST/GUARANTEE OF COLLECTIBILITY**

In consideration of an additional premium as agreed, this policy is extended to cover shipments made by the Assured on terms whereby the Assured is not obligated to furnish transit insurance or, on shipments purchased by the Assured on C.I.F. or similar terms whereby transit insurance is arranged by the seller and/or others, this Company will guarantee to the Assured the prompt collection of all losses which otherwise would have come within the terms of this policy. An advance shall be made as a loan without interest and shall be repayable to the extent of any recovery received by the Assured from insurance effected by others. Such shipments shall be valued as provided for elsewhere herein.

It is a further condition of this insurance that the Assured shall not divulge the existence of the insurance provided by this clause to anyone outside the Assured’s organization. Violation of this condition shall void the insurance provided by this clause.

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**40. DIFFERENCE IN CONDITIONS**

With respect to shipments purchased by the Assured on C.I.F. or similar terms, whereby ocean marine insurance is arranged by the seller and/or others, this policy, in consideration of an additional premium as agreed, is extended to cover the Difference in Conditions between those provided by this policy and those provided in the insurance furnished by the seller and/or others.

All shipments covered hereunder shall be valued at the amount of the seller's insurance.

It is a further condition of this insurance that the Assured shall not divulge the existence of the insurance provided by this clause to anyone outside the Assured's organization. Violation of this condition shall void the insurance provided by this clause.

**41. INCREASED VALUES AND/OR PROFITS**

As agreed, this insurance shall also cover Increased Values and/or Profits on shipments purchased by the Assured on C.I.F. or similar terms whereby ocean marine insurance is arranged by the seller and/or others, such Increased Values and/or Profits being valued at the difference between the amount of insurance furnished by the seller and/or others as evidenced by certificates or policies of insurance and the valuation provided in this Policy for merchandise which otherwise would have been insured hereunder.

This insurance to pay the same percentage of loss as the insurance furnished by the seller and/or others would pay subject to the conditions of coverage in this policy. This insurance to be free of claim for General Average and/or Salvage and/or Special Charges except on excess Contributory Value over the original amount insured and only if uncollectible under the original insurance. This insurance to be without benefit of salvage unless the terms of the original insurance permit participation. Full interest admitted. Policy proof of interest.

**42. PAIRS AND SETS CLAUSE**

If goods which form part of a complete unit are physically lost or damaged within the coverage of this Policy, then this Company agrees to pay the difference between (a) the insured value of the complete unit and (b) salvage value of the remaining unit. If, in the consequence of any direct physical loss or damage, a full lot or range of sizes or colors is broken, then this Company agrees to pay the difference between (a) the insured value of the full lot or range or (b) the salvage value of the full lot or range. This Company may at its option, require the Assured to surrender the remaining property or parts thereof damaged or undamaged, upon payment of any loss in full.

**43. [ RESERVED ]**

**DURATION CLAUSES:**

**44. WAREHOUSE TO WAREHOUSE**

This insurance attaches from the time the goods leave the warehouse and/or store at the place named in the policy for the commencement of the transit, and continues during the ordinary course of the transit, including customary transshipment if any, until the goods are discharged overseas from the overseas vessel at the final port. Thereafter, the insurance

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continues whilst the goods are in transit and/or awaiting transit until delivered to final warehouse at the destination named in the policy or until the expiry of the fifteen (15) days (or thirty (30) days if the destination to which the goods are insured is outside the limits of the port) whichever shall first occur. The time limits referred to above to be reckoned from midnight of the day on which the discharge overseas of the goods hereby insured from the overseas vessel is completed. Held covered, at a premium to be arranged in the event of transshipment, if any, other than as above and/or in the event of delay in excess of the above time limits arising from circumstances beyond the control of the Assured.

It is necessary for the Assured to give prompt notice to this Company when they become aware of an event for which they are "held covered" under this policy. The right to such cover is dependent on compliance with this obligation.

**45. APPLICATION OF WAREHOUSE TO WAREHOUSE COVERAGE**

Regardless of the terms of purchase and/or terms of sale and provided the Assured is obligated to provide insurance during the waterborne shipment, this insurance covers from Warehouse to Warehouse in accordance with the Clauses contained herein.

In the event a claim arises under this clause, the Assured shall use all reasonable means to first recover the full amount of such loss from the importer/exporter in accordance with the terms of purchase/sale prior to calling on this insurance for payment. Should a claim be paid under this clause, the Assured shall subrogate to this Company all rights of recovery from the importer/exporter, importer/exporter's insurance or other responsible party.

**46. CRAFT, ETC.**

This insurance includes the risks of transit by craft, raft and/or lighter to and from the vessel. Each craft, raft and/or lighter is to be deemed separately insured. Also, this insurance is to cover any special supplementary lighterage to take the goods to or from the warehouse. The Assured is not to be prejudiced by any agreement exempting lightermen from liability.

**47. DEVIATION**

This insurance shall not be vitiated by an unintentional error in description of a vessel, voyage or interest, or by deviation, overcarriage, change of voyage, transshipment or any other interruption in the ordinary course of transit from causes beyond the control of the Assured. It is agreed however, that any such error, deviation or other occurrence mentioned above shall be reported to this Company as soon as known to the Assured and additional premium paid if required.

**48. INTERRUPTION TRANSIT DAMAGE GOODS CLAUSE**

It is understood and agreed that goods taken out of ordinary transit upon instructions of surveyor appointed by or on behalf of the Company for the purpose of establishment of loss or damage, shall be held covered, subject to the original terms and conditions applying to such shipment without payment of additional premium or advice to this Company, during such interruption or suspension of transit until disposed of by delivery to and

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acceptance by the original consignee or by sale to others or otherwise, provided that during such interruption or suspension of the Assured complies with the surveyor's instructions.

**49. MARINE EXTENSION CLAUSES (APRIL 1943)**

Notwithstanding anything to the contrary contained in or endorsed on this policy, it is understood and agreed that, in consideration of premium as agreed, the following terms and conditions, which supersede and override Clause 44 Warehouse to Warehouse and Clause 47, Deviation wherever they are inconsistent with them, shall apply to all shipments which become at risk under this policy.

- A. This insurance attaches from the time the goods leave the warehouse at the place named in the policy, special policy, certificate or declaration for the commencement of the transit and continues until the goods are delivered to the final warehouse at the original destination named in the policy, special policy, certificate or declaration, or a substituted destination as provided below in Clause 49C.
  - B. This insurance specially covers the goods during,
    - (I) deviation, delay, forced discharge, reshipment and transshipment,
    - (II) any other variation of the adventure arising from the exercise of a liberty granted to the ship owner or charterer under the contract of affreightment.
  - C. In the event of the exercise of any liberty granted to the ship owner or charterer under the contract of affreightment whereby such contract is terminated at a port or place other than the original insured destination, the insurance continues until the goods are sold and delivered at such port or place; or, if the goods be not sold but are forwarded to the original insured destination or to any other destination, this insurance continues until the goods have arrived at the final warehouse as provided in Clause 49A.
  - D. If while this insurance is still in force and before the expiry of fifteen (15) days from midnight of the day on which the discharge overseas of the goods hereby insured from the overseas vessel at the final port of discharge is completed, the goods are resold (not being a sale within the terms of Clause 49C.) and are to be forwarded to a destination other than that covered by this insurance, the goods are covered hereunder while deposited at such port of discharge until again in transit or until the expiry of the aforementioned fifteen (15) days, whichever shall first occur. If a sale is effected after the expiry of the aforementioned fifteen (15) days while this insurance is still in force, the protection afforded hereunder shall cease as from the time of the sale.
  - E. Held covered, at a premium to be arranged, in case of change of voyage or of any omission or error in the description of the interest, vessel or voyage.
  - F. This insurance shall in no case be deemed to extend to cover loss, damage or expense proximately caused by delay or inherent vice or nature of the subject matter insured.
  - G. It is a condition of this insurance that there shall be no interruption or suspension of transit unless due to circumstances beyond control of the Assured.
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H. It is necessary for the Assured to give prompt notice to this Company when they become aware of an event for which they are “held covered” under this policy. The right to such cover is dependent on compliance with this obligation.

All other terms and conditions of the policy, not in conflict with the foregoing, remain unchanged, it being particularly understood and agreed that the Paramount Warranties, Clause 50 remain in full force and effect and that nothing in the foregoing shall be construed as extending this insurance to cover any risks of war or consequences of hostilities, strikes riots, civil commotions, delay, inherent vice, infidelity, nuclear or chemical incidents.

**50. SOUTH AMERICAN CLAUSE**

With respect to all shipments to South America and notwithstanding anything contained elsewhere herein to the contrary (particularly the Marine Extension Clauses) the insurance provided hereunder shall continue to cover for sixty (60) days (ninety [90] days in shipments via the Magdalena River) after completion of discharge of the overseas vessel at port of destination or until the goods are delivered to the final warehouse at destination, whichever may first occur, and shall then terminate.

The time limit referred to above to be reckoned from midnight of the day on which the discharge of the overseas vessel is completed.

**51. CONSOLIDATION/REPACKING**

Notwithstanding anything contained elsewhere herein to the contrary (particularly the Warehouse to Warehouse and Marine Extension Clauses), this insurance is extended to cover the goods insured hereunder whenever same are stopped in transit, anywhere in the world, short of final destination, for the purpose of consolidation, deconsolidation, packing, repackaging, containerization, decontainerization, or otherwise subject to the insuring conditions, applicable to the shipment for a period not exceeding **thirty (30)** days after arrival at the premises of the Assured, consolidators, truckers, warehousemen or others. Held covered in excess of the above time limit at an additional premium if required.

**52. RETURN SHIPMENT CLAUSE**

In the event of refusal or inability of the Assured or other consignee to accept delivery of goods or merchandise insured hereunder, this insurance is extended to cover such shipments, subject to the original insured value and insured conditions, during delay and/or return or until otherwise disposed of. The Assured agrees to report the facts of such situations as soon as practicable after they have knowledge of them and pay premium, if required, at rates to be agreed.

**MECHANICAL GOODS CLAUSES:**

**53. MACHINERY**

When the goods covered hereunder include a machine consisting when complete for sale or use of several parts, then, in case of loss or damage covered by this insurance to any part of such machine, this Company shall be liable only for the value of the part lost or damaged, or at the Assured’s option, for the cost and expense, including labor and forwarding

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charges, of replacing or repairing the lost or damaged part; but in no event shall this Company be liable for more than the insured value of the complete machine.

**54. USED AND/OR RECONDITIONED MACHINERY (SECONDHAND REPLACEMENT)**

With respect to shipments of used and/or reconditioned machinery, notwithstanding the foregoing Clause 53, this Company shall not be liable for a greater portion of the cost of repairing or replacing, including labor and forwarding charges, of the part or parts lost or damaged than the insured value of such machinery bears to the value of a new machine of like kind and quality.

**PARAMOUNT CLAUSES:**

**55. PARAMOUNT WARRANTIES**

**The following warranties shall be paramount and shall not be modified or superseded by any other provision included herein or stamped or endorsed hereon, unless such other provision refers specifically to the risks excluded by these Warranties and expressly assumes said risks:**

**A. F. C. & S. WARRANTY (FREE OF CAPTURE & SEIZURE) (April 3, 1980)**

NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, THIS INSURANCE IS WARRANTED FREE FROM:

- (1) capture, seizure, arrest, restraint, detainment, confiscation, preemption, requisition or nationalization and the consequences thereof or any attempt thereat, whether in time of peace or war, and whether lawful or otherwise;
  - (2) all loss, damage or expense, whether in time of peace or war caused by: (i) any weapon of war employing atomic or nuclear fission and/or fusion or other reaction or radioactive force or matter or (ii) any mine or torpedo;
  - (3) all consequences of hostilities or warlike operations (whether there be a declaration of war or not), but this warranty shall not exclude collision or contact with aircraft, or with rockets or similar missiles (other than weapons of war) or with any fixed or floating object (other than a mine or torpedo), stranding, heavy weather, fire or explosion unless caused, directly (and independently of the nature of the voyage or service which the vessel concerned or, in the case of a collision, any other vessel involved therein is performing) by a hostile act or against a belligerent power; and for the purpose of this warranty, "power" includes any authority maintaining naval, military or air forces in association with a power;
  - (4) the consequences of civil war, revolution, rebellion, insurrection, or civil strife arising therefrom; or from the consequences of the imposition of martial law, military or usurped power; or piracy.
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**B. S.R. & C.C. WARRANTY (STRIKES, RIOTS, & CIVIL COMMOTIONS)(April 3, 1980)**

NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, THIS INSURANCE IS WARRANTED FREE FROM LOSS, DAMAGE OR EXPENSE CAUSED BY OR RESULTING FROM:

- (1) strikes, lockouts, labor disturbances, riots, civil commotions, or the acts of any person or persons taking part in any such occurrences or disorders;
- (2) vandalism, sabotage or malicious act, which shall be deemed also to encompass 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.

**C. 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
  - (a) ionizing radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
  - (b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
  - (c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.
  - (d) 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 Extended Radioactive Contamination Exclusion Clause (March 1, 2003) provided that

If fire is an insured peril

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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

a fire arises directly or indirectly from one or more of the causes detailed in Sub-Clauses 1(a), 1(b) and 1(d) of the Extended Radioactive Contamination Exclusion Clause March 1, 2003 any loss or damage arising directly from that fire shall, subject to the provisions of this insurance, 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.

**D. CHEMICAL, BIOLOGICAL, BIO-CHEMICAL, AND ELECTROMAGNETIC EXCLUSION CLAUSE (March 1, 2003)**

NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, in no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused 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.

**E. CYBER ATTACK EXCLUSION**

1. Subject only to clause 2 below, in no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software program, malicious code, computer virus or process or any other electronic system.
2. Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, Clause 1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software program or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

**F. DELAY WARRANTY**

NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, this insurance is warranted free of claim for loss of market or for loss, damage or deterioration arising from delay, whether caused by a peril insured against or otherwise.

**G. INHERENT VICE WARRANTY**

NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, this insurance is warranted free of claim for loss, damage or expense caused by or resulting from inherent vice or nature of the subject matter insured.

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**H. MISREPRESENTATION WARRANTY**

NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, this policy shall be void if the Assured has concealed or misrepresented any material fact or circumstance concerning this insurance or its subject or, in case of any fraud, attempted fraud or false answering by the Assured touching any matter relating to this insurance or its subject, whether before or after a loss.

**I. INFIDELITY WARRANTY**

NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, this insurance is warranted free of claims for loss or damage caused by or resulting from misappropriation, secretion, conversion, infidelity, theft or any dishonest act done by or at the instigation of the Assured, the consignee, shipper, supplier or other party at interest in the insured transit or their employees or agents (carriers for hire excepted), whether or not such acts are committed during regular business hours.

**J. ILLICIT TRADE WARRANTY**

This insurance is warranted free from any change, expense, damage or loss, which may arise in consequence of a seizure or detention, for or on account of any illicit or prohibited trade, or any trade on articles contraband of war, or the violation of any governmental regulation.

**K. WAR RISK EXCLUSION CLAUSE**

NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, this Policy does not insure any property or the liability for any property against loss or damage caused by or resulting from: (1) Hostile or warlike actions 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 any agent of such government, power, authority or forces; (2) Any weapon of war employing atomic fission or radioactive force whether in time of peace or war; (3) Insurrection, rebellion, revolution civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against any occurrence, seizure or destruction under quarantine or Customs regulations, or confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade; (4) Sabotage, vandalism or malicious act, which shall be deemed to also include the act or acts of one or more persons or organizations whether or not agents of a sovereign power (De jure or de facto) carried out for political, terroristic or ideological purposes and whether any loss, damage or expense resulting therefrom is accidental or intentional.

**L. PACKING WARRANTY CLAUSE**

NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, this insurance is warranted free of claim for loss or damage or

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expense caused by or resulting from insufficiency or unsuitability of packing or preparation of the insured goods to withstand the ordinary incidents of the insured transit, except as expressly provided under the so called "Insufficiency of Packing Clause. For the purpose of this clause, "packing" shall be deemed to include stowage in a container or liftvan.

**M. TEMPERATURE VARIATION EXCLUSION CLAUSE**

NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, this insurance is warranted free of claim for loss or damage caused by or resulting from any variation in temperature howsoever caused.

**SPECIAL POLICY AND REPORTING CLAUSES:**

**56. SPECIAL MARINE POLICIES**

In order that the Assured may furnish evidence of insurance effected upon shipments covered by this open policy, authority is hereby granted the Assured to countersign and issue the form of special policies of insurance furnished by the Company for any or all shipments in respect of which insurance is provided under this open policy.

In consideration of this, the Assured warrants that:

- a. Special Policies of Insurance shall be used only in connection with shipments to which this Open policy attaches.
- b. Terms, Conditions and values entered upon Special Policies of Insurance shall conform to the open policy terms applicable to the shipment for which the Special Policies of Insurance are used unless the Company's written agreement to other terms is obtained.
- c. A complete copy of each certificate or special policy issued, shall be mailed or delivered to the Company on the day of issuance, or as soon thereafter as may be practicable, as a declaration of shipment.
- d. The original and duplicate copies of all Special Policies of Insurance shall be returned promptly to the Company if they are spoiled or voided, or this policy is subject to cancellation.

By using Special Policies of Insurance, the Assured agrees to reimburse the Company if, by reason of any omission or insertions made by the Assured upon such Special Policies of Insurance, the Company is obliged to pay a claim not covered by this open policy or an amount in excess of what this Company under takes to pay under this open policy.

**57. REPORTING**

It is a condition of this policy that:

- (a) all shipments coming within the terms hereof shall be accurately reported to this Company as soon as known to the Assured and
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(b) all amounts shall be accurately declared as soon as ascertained.

This insurance shall not be vitiated, however, by an unintentional error, omission or oversight in making reports, provided the same be communicated to this Company as soon as known or discovered by the Assured and an additional premium paid, if required, or deficiency of premium made good.

**58. PAYMENT OF PREMIUMS**

This Company is entitled to premiums at agreed rates on all shipments, reported or not, in respect of which insurance is provided hereunder. All premiums are to be paid monthly unless otherwise agreed. Willful failure to so declare or to pay premiums when due shall (at the option of the Company) render this policy null and void as and from the date of such failure. It is agreed that there shall be no return of premium if the interest insured be lost or damaged by perils not insured against hereunder.

**59. CHANGE OF DESTINATION**

In case of change of destination, as set forth in the original report of insurance, the goods are held covered at a premium, if any, to be agreed upon, the Assured agreeing to report all such changes to the Company as soon as practicable.

**60. ERRORS AND OMISSIONS**

This policy shall not be prejudiced by any unintentional delay or omission in the reporting under Warehouse to Warehouse, Deviation, Marine Extension and Machinery Clauses or any unintentional error in the amount or description of the interest, vessel or voyage, or if the subject matter of the insurance be shipped by any other vessel, if notice be given the Company as soon as practicable after said facts become known to the Assured and deficiency of premium, if any, made good.

**LOSS CLAUSES:**

**61. NOTICE OF LOSS**

The Assured shall report any loss of or damage to the goods covered under this policy, and any loss or damage which may become a claim under this insurance, promptly to:

- (a) their insurance agent and/or broker for prompt transmission to this Company, or to
- (b) an agent of this Company, if there be one at or near the place where the loss occurs, or expenses are incurred, or, if there be none in the vicinity, to
- (c) a correspondent of the American Institute of Marine Underwriters, or
- (d) to a Lloyd's Agent

after it becomes known to the Assured.

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## **62. PAYMENT OF LOSS**

In the event of loss which may give rise to a claim under this policy, prompt notice must be given to this Company. In case of loss recoverable under this insurance, such loss to be paid in thirty (30) days after proof of loss, proof of interest, and adjustment thereof (the amount of the premium, if unpaid, and all sums due to the Company from the Assured when such loss becomes due being first deducted, and all sums coming due being first paid or secured to the satisfaction of this Company). Proof of loss to be authenticated by the Agent of this Company, if there be one where such proofs are taken; otherwise, by a Correspondent of the American Institute of Marine Underwriters, if there be one where such proofs are taken, but if neither is represented, then by some other recognized Insurance Authority.

Notwithstanding the foregoing, where such proofs have been established and the final amount of claim cannot be determined within thirty days, the Company shall advance as a loan to the Assured an agreed amount not to exceed 75% of the provisional claim amount. Any amount so advanced in excess of the final claim amount to be refunded to the Company by the Assured.

## **63. CONTROL OF DAMAGED GOODS**

It is agreed that in the event of physical loss or damage, and subject always to a peril, insured under this policy, the Assured shall:

- (a) retain control of all damaged goods,
- (b) consult and allow the Company to inspect any damaged goods before any disposal or sales of such damaged goods and
- (c) when practicable, recondition and sell such goods after removal of all brands and trademarks, the Company being entitled to the proceeds from such sale.

It is further agreed that when both the Assured and the Company concur that the disposal or sale of such damaged goods is detrimental to the Assured's interest (or when the Assured will be unable to sell or dispose of such damaged goods under their agreement with any trade associations) such damage will be treated as a constructive total loss, and the goods shall be destroyed in the presence of a representative of the Company.

## **64. PARTIAL LOSS**

In all cases of damage caused by perils insured against, the loss shall, as far as practicable, be ascertained by a separation and a sale or appraisalment of the damaged portion only of the contents of the packages so damaged and not otherwise. The cost and expense of sorting sound and damaged goods to be initially borne by the Assured and form part of the claim on the Company.

## **65. CONSTRUCTIVE TOTAL LOSS**

No recovery for a Constructive Total Loss shall be had hereunder unless, the goods covered are reasonably abandoned on account of an actual total loss appearing to be unavoidable,

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or because they cannot be preserved from actual total loss without an expenditure which would exceed their value when the expenditure had been incurred.

**66. CLAIM AGAINST THIRD PARTIES CLAUSE**

It is a condition of the insurance that in the event of any loss or damage to property insured hereunder, the Assured shall make claims immediately in writing against the carrier(s), bailee(s) or others involved.

**67. COMPANY'S RIGHTS OF SUBROGATION AND RECOVERY**

It is a condition of this insurance that upon payment of any loss, the Company shall be subrogated to all rights and claims against third parties and other insurers arising out of such loss and the Assured shall permit suit to be brought in his name, but at this Company's expense. The Assured further agrees to render all reasonable assistance in the prosecution of such suit or suits.

**68. ASSIGNMENT AND IMPAIRMENT OF RECOVERY CLAUSE**

Warranted by the Assured that any assignment of this Policy or insurable interest therein or subrogation rights thereunder to any party, without consent of this Company, shall void the insurance so affected. It is further warranted that this Company shall not be bound to pay any loss which, by agreement or act of the Assured, prior or subsequent hereto, the right of recovery of the Assured for loss of or damage to any property insured hereunder, against any Carrier or Bailee, is released, impaired or lost.

Notwithstanding the foregoing and without prejudice to this insurance, the Assured may accept from carriers only such bill of lading, receipts or contracts of transportation containing a release or limitation of liability as to the value of the goods as are customarily issued by such carriers.

**69. SUBROGATION PROCEEDS**

In event of subrogation recovery on a loss recovered by the Assured under this policy where the Assured bore a deductible, the subrogation proceeds shall be first applied to the Company toward full recovery of Company's loss payment(s) before remaining subrogation proceeds, if any, are distributed to the Assured.

**70. TIME FOR SUIT AND APPLICABLE LAW**

No suit, action, or proceeding against the Company for recovery of any claim shall be sustained unless commenced within one (1) year from the date of the happening of the incident out of which the Claim arises, provided that, if such limitation is invalid under the laws of the state within which this policy is issued, then such suit, action, or proceeding shall be barred unless commenced within the shortest limit of times permitted by the laws of such state. It is agreed that the rights of the parties to this contract of insurance shall be governed and controlled by Federal Law and in the absence thereof by the laws of the state in which this contract has been issued.

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**71. OTHER INSURANCE**

- A. If an interest insured under this policy is covered by other insurance that attached prior to the coverage provided by this policy, then this Company shall be liable only for the amount in excess of such prior insurance; the Company to return to the Assured premium equivalent to the cost of the prior insurance at this Company's rates.
- B. If an interest insured under this policy is covered by other insurance that attached subsequent to the coverage provided by this policy, then this Company shall nevertheless be liable for the full amount of the insurance without right to claim contribution from the subsequent insurers.
- C. Other insurance upon the property of same attaching date as the coverage provided by this policy shall be deemed simultaneous, and this Company will be liable only for a ratable contribution to the loss or damage in proportion to the amount for which this Company would otherwise be liable under this policy, and will return to the Assured an amount of premium proportionate to such reduction of liability.

**72. MULTIPLE RECOVERY CLAUSE**

No loss shall be paid hereunder if the Assured has collected the same from others.

**INSPECTION AND AGENCY CLAUSES:**

**73. INSPECTION OF RECORDS**

The Company, or its agents, shall have the privilege, at any time during business hours while this policy is in force and within twelve (12) months after its termination, to inspect the records of the Assured as respects shipments and/or risks falling within the scope of this policy.

**74. BROKERS CLAUSE**

- A. It is understood and agreed that for the purposes of the insurance, the Assured's Broker of Record is:

UPS Capital Insurance Agency  
35 Glenlake Parkway, NE  
Atlanta, GA 30328

- B. It is a condition of this policy, and it is hereby agreed, that the Assured's brokers, or any substituted brokers, shall be deemed to be exclusively the agents of the Assured and not of this Company in any and all matters related to, connecting with or affecting this insurance. Any notice given or mailed by or on behalf of this Company to the said brokers in connection with or affecting the insurance provided under this policy, or its cancellation, shall be deemed to have been given to the Assured.
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**75. EXAMINATION UNDER OATH CLAUSE**

Any assured hereunder shall submit, and so far as is within his or their power shall cause all other persons interested in the property and members of the household and employees to submit, to examinations under oath by any persons named by the Company, relative to any and all matters in connection with a claim and subscribe the same; and shall produce for examination all books of account, bills, invoices, and other vouchers or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by the Company or its representatives, and shall permit extracts and copies thereof to be made.

**SPECIAL CLAUSES:**

**76. LOADING AND UNLOADING**

This insurance is extended to cover, subject to the applicable insuring terms, conditions and warranties set forth elsewhere in this policy, goods and/or merchandise:

- (i) while awaiting transit (but not exceeding twenty-four (24) hours from the time of loading while awaiting transit at warehouse of origin) and continuing during the loading process prior to dispatch (including into containers, trailers and rail cars) and,
- (ii) after they arrive at the final destination, and continuing thereafter until they are unloaded (including, into containers, trailers and rail cars) and throughout the unloading process, not to exceed seventy-two (72) hours after arrival of the delivering conveyance at final destination but not later than twenty-four (24) hours after the receiver has knowledge of the arrival of the delivering conveyance.

**77. INSUFFICIENCY OF PACKING CLAUSE**

In the event of a claim being made for loss or damage which is alleged to be caused by insufficiency or unsuitability of packing or preparation of the subject matter insured, Assurers hereby agree that they will not use such alleged insufficiency or unsuitability as a defense against the claim in any case where the packing or preparation was carried out by a party other than the named Assured or its customer and other than the party claiming interest / risk of loss in the goods insured and provided that the insufficiency or unsuitability arose entirely without their privity or knowledge. For the purpose of this clause, "packing" shall be deemed to include stowage in a container or liftvan.

**78. PRE-SHIPMENT SURVEY**

Company reserves the right to require pre-shipment survey of any non-containerized shipment with a value of \$100,000 or greater.

**IN WITNESS WHEREOF**, this Policy has been executed by the President and Secretary of the Company.

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President  
National Union Fire Insurance Company  
of Pittsburgh, PA



Secretary  
National Union Fire Insurance Company  
of Pittsburgh, PA

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## ENDORSEMENT # 1

### S.R. & C. C. Endorsement (Form No. 12)

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**American Institute of Marine Underwriters**  
Endorsement for Open Policies (Cargo)  
Strikes, Riots & Civil Commotions (Form 12)  
(January 1, 2008)

This endorsement attaches effective as of **06/01/2020** and forms a part of **15914024-23973** (the "Policy") issued to the Assured.

Notwithstanding anything to the contrary, Assured shall have the coverage set forth on the Declarations Page provided to the Assured by an Authorized Representative of the Company modified as follows:

#### 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 overside 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
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from the aircraft at the place of discharge;  
**whichever shall first occur.**

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.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

IN WITNESS WHEREOF, this Endorsement has been executed by the President and Secretary of the Company.



President

National Union Fire Insurance Company  
of Pittsburgh, Pa.



Secretary

National Union Fire Insurance Company  
of Pittsburgh, Pa.

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**ENDORSEMENT # 2**

**MARINE OPEN CARGO WAR ENDORSEMENT  
AMERICAN INSTITUTE CLAUSES (AIMU) (December 2, 1993)**

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**American Institute of Marine Underwriters**

Endorsement for Open Policies (Cargo)

War Risk (Form 87B-110)

(December 2, 1993)

This endorsement attaches effective as of **06/01/2020** and forms a part of **15914024-23973** (the "Policy") issued to the Assured.

Notwithstanding anything to the contrary, Assured shall have the coverage set forth on the Declarations Page provided to the Assured by an Authorized Representative of the Company modified as follows:

THIS POLICY OF INSURANCE WITNESSETH, that in consideration of premiums as agreed to be paid, the Assurer does make Insurance cause ("As per Declaration Page") to be insured, lost or not lost, for account of whom it may concern, against War Risks only, in accordance with the terms and conditions hereinafter set forth.

To apply to shipments made on or after ("As per Declaration Page").

This Company shall not be liable hereunder for more than \$(("As per Declaration Page")) by any one vessel or aircraft.

In cases where the total value(s) at risk on any one vessel exceed(s) the limit of liability as set forth in this Policy, the Assured agrees, nevertheless, to report to the Assurer full value(s) at risk and to pay premium thereon at the agreed rates. The Assured further agrees that acceptance of such reports and premium by the Assurer shall not serve to revoke or to overrule the limit of liability set forth in this Policy; however, subject to the limit of liability, the Assurer in accepting these reports does agree to pay partial losses covered by this Policy without reduction by reason of any coinsurance which otherwise may have existed in the absence of this special agreement.

Subject to the provisions of Clause 4 of this Policy, should there be an accumulation of interests exceeding the above limit of liability by reason of any interruption of transit beyond the control of the Assured or by reason of any casualty, and/or after the interests have been discharged from the incoming overseas Vessel at an intermediate port or place for on-carriage from that or any other port or place by another overseas Vessel, and/or on the on-carrying overseas Vessel, this Policy shall attach for the full amount at risk (but in no event for more than twice the Policy limit which

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would be applicable to any one Vessel) provided written notice be given to this Assurer as soon as known to the Assured.

This Policy shall cover only those shipments which are insured against marine risks under Policy Number (“As per Declaration Page”) of this Company, it being agreed that the description of such shipments, the valuations thereof, the voyage, the designation of the overseas Vessel (which shall be construed to include aircraft if included under the marine policy) on which the goods are to be carried and the ports and/or places of loading and discharge, as reported under the said Policy against marine risks, shall be deemed incorporated herein. Notwithstanding the foregoing, this policy shall not cover purely domestic shipments by air between points in the United States of America (excluding Alaska and Hawaii).

Any loss payable hereunder shall be payable in funds current in the United States, to the order of **Assured**, thirty days after full proofs of loss and proofs of interest have been filed with the Assurer.

**1. (a) This Insurance is only against the risks of capture, seizure, destruction or damage by men-of-war, piracy, takings at sea, arrests, restraints, detainments and other warlike operations and acts of kings, princes and peoples in prosecution of hostilities or in the application of sanctions under international agreements, whether before or after declaration of war and whether by a belligerent or otherwise, including factions engaged in civil war, revolution, rebellion or insurrection, or civil strife arising therefrom; the imposition of martial law, military or usurped power, and including the risks of aerial bombardment, floating or stationary mines and stray or derelict torpedoes. Warranted not to abandon (on any ground other than physical damage to ship or cargo) until after condemnation of the property insured.**

**(b) This insurance also covers, but only while the property insured is on board a waterborne conveyance, loss of or damage to said property directly caused by governmental authorities acting for the public welfare to prevent or mitigate a pollution hazard or threat thereof, provided that the accident or occurrence creating the situation which required such governmental action would have resulted in a recoverable claim under this Policy (subject to all of its terms, conditions and warranties) if the property insured would have sustained physical loss or damage as a direct result of such accident or occurrence.**

**2. Warranted free from any claim based upon loss of, or frustration of, the insured voyage or adventure caused by arrests, restraints or detainments.**

**3. This insurance does not cover any loss, damage or expense directly or indirectly arising from, contributed to, or caused by any one of the following, whether due to a peril insured against or otherwise:**

**(a) Commandeering, preemption, requisition or nationalization by the government (de facto or otherwise) of the country to or from which the goods are insured.**

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(b) **Seizure or destruction under quarantine, environmental or customs regulations.**

(c) **Delay, deterioration and/or loss of market.**

(d) **Nuclear reaction, radiation or radioactive contamination, regardless of how it was caused.**

**4. (A) The insurance against the risks enumerated in Clause 1, except the risks of floating or stationary mines and stray or derelict torpedoes, floating or submerged referred to in (B) below, shall not attach to the interest hereby insured or to any part thereof;**

(i) **prior to being on board an overseas Vessel (for the purpose of this Clause 4, an overseas vessel shall be deemed to mean a vessel carrying the interest from one port or place to another where such voyage involves a sea passage by that vessel);**

(ii) **after being discharged overside from an overseas vessel at the intended port or place of discharge,**

or

after the expiry of 15 days from midnight of the day of arrival of the overseas vessel at the intended port or place of discharge, whichever shall first occur.

(iii) **after expiry of 15 days from midnight of the day of arrival of the overseas vessel at an intermediate port or place to discharge the interest for on-carriage from that or any other port or place by another overseas vessel, but shall reattach as the interest is loaded on the on-carrying overseas vessel. During the said period of 15 days the insurance remains in force whether the interest is awaiting transit or in transit between the overseas vessels.**

(iv) **for the purposes of this Clause 4, arrival at the intended port or place of discharge shall be deemed to mean that time when the overseas vessel first berths, anchors, moors or is secured in an area subject to regulation by the authorities of such port or place.**

**(B) The insurance against the risks of floating or stationary mines and stray or derelict torpedoes, floating or submerged, attaches as the interest hereby insured is first loaded on a lighter, craft or vessel after leaving the warehouse at point of shipment in transit for the destination declared hereunder, and ceases to attach as the interest is finally landed from the vessel, craft or lighter prior to delivery to warehouse at such destination.**

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**(C) If the contract of affreightment is terminated at a port or place other than the destination named therein such port or place shall be deemed the intended port or place of discharge for the purpose of this Clause 4.**

**(D) Shipments by mail, if covered by this policy, are insured continuously from the time of leaving the sender's premises until delivered to the place of address.**

**(E) Shipments by air (other than by air mail), if covered by this policy are insured subject to the same terms and conditions of shipments by overseas vessel.**

**(F) It is a condition of this insurance that the Assured shall act with reasonable dispatch in all circumstances within their control.**

**(G) If anything contained in this policy shall be inconsistent with the Clause 4 it shall to the extent of such inconsistency be null and void.**

**5. This insurance shall not be vitiated by deviation, overcarriage, change of voyage, or by error or unintentional omission in the description of interest, vessel or voyage, provided the same be communicated to the Assurer as soon as known to the Assured and an additional premium paid if required.**

**6. And in case of any loss or misfortune, it shall be lawful and necessary to and for the Assured, his or their factors, servants and assigns, to sue, labor and travel for, in and about the defense, safeguard and recovery of the said goods, and merchandise, or any part thereof, without prejudice to this insurance; nor shall the acts of the Assured or Assurers, in recovering, saving and preserving the property insured, in case of disaster, be considered a waiver or an acceptance of an abandonment; and to the charges whereof, the said Assurers will contribute according to the rate and quantity of the sum hereby insured.**

**7. General Average and Salvage charges payable according to United States Laws and usage and/or as per foreign statement and/or as per York-Antwerp rules (as prescribed in whole or in part) if in accordance with the contract of affreightment.**

**8. It is agreed that the reports of shipments made under the policy against marine risks mentioned above shall be deemed to be reports under this policy also, and the Assured agrees to pay premiums on all shipments insured under this policy at the war risk rates of the Assurer as fixed from time to time.**

**9. No claim shall be payable hereunder which arises from collision, contact with any fixed or floating object (other than a mine or torpedo), stranding, heavy weather or fire unless caused directly (and independently of the nature of the voyage or service which the vessel concerned or, in the case of collision, any other vessel involved therein, is performing) by a hostile**

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act by or against a belligerent power; and for the purpose of this paragraph "power" includes any authority maintaining naval, military or air forces in association with a power.

**10. No recovery for a constructive total loss shall be had hereunder unless the property insured** is reasonably abandoned on account of its actual total loss appearing to be unavoidable, or because it cannot be preserved from actual total loss without an expenditure which would exceed its value if the expenditure had been incurred.

**11. It is agreed that this policy is a separate and wholly independent contract and is not subject** to any terms or conditions of the policy against marine risks above mentioned (whether physically attached thereto or not) except as such terms or conditions shall have been expressly incorporated herein by reference.

**12. This insurance may be cancelled by either party upon forty-eight hours written, telegraphic** or telefaxed notice to the other party, but such cancellation shall not affect any shipment on which this insurance has attached under the terms of Clause 4 hereof prior to the effective date of such notice. Shipments on which this insurance has not so attached but for which, prior to the effective date of such notice, bills of lading have been issued and (in the case of exports) certificates or special policies have been issued and negotiated, shall be covered from the time of loading on the overseas vessel, as provided in Clause 4, at the rates of the Assurer, provided that, prior to said effective date, such shipments were at the risk of the Assured and were covered under the said policy against marine risks.

In the event of loss which may give rise to a claim under this policy, prompt notice shall be given to this company.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

IN WITNESS WHEREOF, this Endorsement has been executed by the President and Secretary of the Company.



President

National Union Fire Insurance Company  
of Pittsburgh, Pa.



Secretary

National Union Fire Insurance Company  
of Pittsburgh, Pa.

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**ENDORSEMENT # 3**

**TRIA COVERAGE – NEGATIVE ELECTION**

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This endorsement attaches effective as of **06/01/2020** and forms a part of **15914024-23973** (the “Policy”) issued to the Assured.

Notwithstanding anything to the contrary, Assured shall have the coverage set forth on the Declarations Page provided to the Assured by an Authorized Representative of the Company modified as follows:

You have elected not to purchase coverage for certified acts of terrorism, as defined by the Terrorism Risk Insurance Act of 2002 (TRIA), as amended by the Terrorism Risk Insurance Program Reauthorization Act of 2007. Accordingly, this Policy does not cover losses arising from certified acts of terrorism or any other terrorist acts. See Clause 22, War Risk Exclusion Clause, in the Flexible Parcel Insurance Policy.

All other terms and conditions of the policy remain unchanged.

IN WITNESS WHEREOF, this Endorsement has been executed by the President and Secretary of the Company.



President

National Union Fire Insurance Company  
of Pittsburgh, Pa.



Secretary

National Union Fire Insurance Company  
of Pittsburgh, Pa.

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## ENDORSEMENT # 4

### ENDORSEMENT FOR INTER U.S. / CANADA SHIPMENTS

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This endorsement attaches effective as of **06/01/2019** and forms a part of **15914024-23973** (the "Policy") issued to the Assured.

Notwithstanding anything to the contrary, Assured shall have the coverage set forth on the Declarations Page provided to the Assured by an Authorized Representative of the Company modified as follows:

1. Attachment and Geographic Limits

In consideration of premiums to be paid as provided elsewhere herein and subject to all terms and conditions of the Marine Open Cargo Policy not in conflict with the following, this policy is extended to cover the goods insured while in due course of transit exclusively by land or air for shipments originating from and deliverable to and always within the continental limits of the United States (48 contiguous States) and/or Canada.

This endorsement shall not apply to or in any way modify coverage as to waterborne shipments between Alaska or Hawaii and the continental United States or Canada as well as United States and/or Canadian Coastwise or intercoastal shipments.

2. This Company's liability under this endorsement shall not exceed the limit as stipulated in clause 9c of the policy.

In no event shall this Company be liable for more than **\$1,000,000** per any one conveyance or occurrence, whichever is less, either in case of partial or total loss, or salvage charges, or expenses, or all combined.

3. Valuation

Invoice plus freight plus 10% for New Goods and/or Merchandise; Actual Cash Value / Market Value for Used Goods and/or Merchandise.

4. Deductibles:

Per the Policy Commodity Schedule Endorsement and any modifying endorsement to the Policy.

5. Perils Insured

This endorsement insures against:

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All risk of physical loss or damage from any external cause irrespective of percentage, but excepting such risks as are excluded by the Paramount Warranties and/or other provisions in the Policy.

6. This endorsement does not insure:

- a. Accounts, bills, bullion, coins, currency, deeds, evidences of debt, money, notes, securities, stamps, precious stones, fine arts or jewelry;
  - b. Against loss or damage resulting from inadequate packing or improper preparation for shipment or from insecure stowage when not stowed by the carrier;
  - c. Against loss or damage by insects, vermin, moths, rodents, worms or other buglike creatures including larvae or pupae thereof, leakage, evaporation, shrinkage, wetness or dampness, contamination, change in color, odor, texture or finish, extremes or changes of temperature including freezing, breakage, marring, chipping, denting, scratching, or by being scented, molded, rusted, rotted, soured, or changed in flavor unless caused by fire, lightning, windstorm, vandalism and malicious mischief, flood, explosion or collision, derailment or overturning of vehicle while on land, or collision or crashing of aircraft while in flight, or by the vessel, craft or lighter being stranded, sunk, burned or in collision while waterborne;
  - d. Against loss, damage or expense caused by or resulting from delay, loss of market, loss of use, inherent vice or gradual deterioration;
  - e. Against loss, damage or expense caused by or resulting from strikes, lockouts, labor disturbances, riots, civil commotions, or the acts of any persons taking part in any such occurrence or disorder;
  - f. Import shipments except only after Marine Insurance has ceased to cover, nor export shipments after laden on board export conveyance or under the protection of Marine Insurance, whichever first occurs;
  - g. Animals, unless specifically named herein, and then only against death or destruction resulting from or made necessary as consequence of a peril insured against;
  - h. Against loss caused by neglect of the Insured to use all reasonable means to save and preserve the property at and after any disaster insured against;
  - i. Against loss, damage or expense caused by or resulting from infidelity and dishonesty either or both of any person or persons in the employment or service to the Assured, whether during regular hours of employment or not (carriers for hire excepted);
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- j. Against loss or damage caused by or resulting from (1) 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; (c) by an agent of any such government power, authority or forces; (2) any weapon of war employing atomic fission or radioactive force whether in time of peace or war; (3) insurrection, rebellion, revolution, civil war, usurped power; or action taken by governmental authority in hindering, combating or defending against such an occurrence; seizure of destruction under quarantine or Customs regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade;
- k. Notwithstanding anything to the contrary herein, it is hereby understood and agreed that this Policy shall not apply to any loss, damage or expense due to or arising out of, directly or indirectly, nuclear reaction, radiation or radioactive contamination, regardless of how it was caused; However, subject to all provisions of the Policy, if this Policy insures against fire, then direct physical damage to the property insured located within the United States, or any territory of the United States or Puerto Rico by fire directly caused by the above excluded perils, is insured, provided that the nuclear reaction, radiation, or radioactive contamination was not caused, whether directly or indirectly by any of the perils excluded by the F.C. & S. Warranty of this policy.

Nothing in this Clause shall be construed to cover any loss, damage, liability or expense caused by nuclear reaction, radiation or radioactive contamination arising directly or indirectly from the fire mentioned above.

7. Nature of Coverage

To attach only while the insured property is in or on motor trucks owned or operated by the Assured, or while in the custody of any common or contract carrier including while on docks, wharves, piers, terminals, bulkheads, in depots, stations and/or on platforms while in the custody of such carriers incidental to transportation.

8. Duration of Insurance

Attaching on all shipments as described herein, made during the term of this policy, from the time that goods leave the factory, store, warehouse, or other initial point of shipment, and covers continuously thereafter, while in due course of transit, until delivered at store, warehouse or other point of destination. The "Return Shipment Clause" and benefits to the Assured thereunder shall not apply to the coverage under this endorsement.

9. Appraisal

If the Assured and the Company fail to agree as to the amount of loss, each, on the written demand of the other, made within sixty (60) days after the receipt of proof of loss by the Company, shall select a competent and disinterested appraiser, and the appraisal shall be

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made at a reasonable time and place. The appraisers shall first select a competent and disinterested umpire, and failing for fifteen (15) days to agree, then, on the request of the Assured or the Company, such umpire shall be selected by a judge of a court of record in the state in which such appraisal is pending. The appraisers shall then appraise the loss, stating separately the actual cash value at the time of loss and the amount of loss, and failing to agree shall submit their differences to the umpire. An award in writing of any two shall determine the amount of loss. The Assured and the Company shall each pay his or its chosen appraiser and shall bear equally the other expenses of the appraisal and umpire. The Company shall not be held to have waived any of its rights by any act relating to appraisal.

10. Premium Adjustment and Report of Shipments

Per the Policy Commodity Schedule and any modifying endorsement to the Policy

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

IN WITNESS WHEREOF, this Endorsement has been executed by the President and Secretary of the Company.



President

National Union Fire Insurance Company  
of Pittsburgh, Pa.



Secretary

National Union Fire Insurance Company  
of Pittsburgh, Pa.

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**ENDORSEMENT # 5**  
**COMMODITIES EXCLUSION ENDORSEMENT**

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This endorsement attaches effective as of **06/01/2020** and forms a part of **15914024-23973** (the "Policy") issued to the Assured.

Notwithstanding anything to the contrary, Assured shall have the coverage set forth on the Declarations Page provided to the Assured by an Authorized Representative of the Company modified as follows:

It is understood and agreed that the following commodities are excluded from policy coverage:

Accounts Receivable  
Fish Meal  
Nuclear fuel & substances  
Bullion  
Stamps  
Money  
Coins  
Deeds  
Notes  
Securities  
Bills  
Evidence of debt  
Currency

**ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED**

IN WITNESS WHEREOF, this Endorsement has been executed by the President and Secretary of the Company.



President

National Union Fire Insurance Company  
of Pittsburgh, Pa.



Secretary

National Union Fire Insurance Company  
of Pittsburgh, Pa.

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**ENDORSEMENT # 6**

**TIME FOR NOTICE OF LOSS OR DAMAGE**

**AND PRESERVATION OF SUBROGATION RIGHTS**

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This endorsement attaches effective as of **06/01/2020** and forms a part of **15914024-23973** (the "Policy") issued to the Assured.

Notwithstanding anything to the contrary in the Policy and for consideration hereby acknowledged, the liability of Company under the Policy shall be conditioned upon the following restricting terms:

**1. Notice of Loss to Company (General Requirement):**

It shall be a condition precedent for Company's liability under the Policy that the Assured submit in writing to Company with supporting documentation any loss or damage to the goods covered under this Policy, and any loss or damage which may become a claim under this insurance, within **nine (9) months** of the scheduled delivery date of the goods to which such loss or damage relates, subject to the heightened notice of loss requirement for concealed loss or damage per below.

**2. Notice of Loss to Company For Concealed Loss or Damage (Heightened Requirement):**

It shall be a condition precedent for Company's liability under the Policy for any concealed loss or damage that the Assured submit in writing to Company with supporting documentation any such concealed loss or damage to the goods covered under this Policy, and any concealed loss or damage which may become a claim under this insurance, within **thirty (30) days** of the scheduled delivery date of the goods to which such loss or damage relates. For purposes of this Endorsement, "concealed loss or damage" shall mean loss or damage for which the Assured is unable to produce to Company a written exception made with the delivering carrier at the time of delivery.

**3. Preservation of Subrogation Rights Against Responsible Transportation Providers**

It shall be a condition precedent for Company's liability under the Policy for any claim, whether relating to patent loss or damage or concealed loss or damage, that the Assured issue timely and proper written exception or notice of claim to the delivering carrier or other responsible transportation provider in accordance with operative carriage terms and/or governing law, so that the Company's subrogation rights against such third parties are preserved.

All other terms and conditions of the Policy remain unchanged.

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IN WITNESS WHEREOF, this Endorsement has been executed by the President and Secretary of the Company.

  
 President

National Union Fire Insurance Company of Pittsburgh, PA.

  
 Secretary

National Union Fire Insurance Company of Pittsburgh, Pa.

**ENDORSEMENT # 7**

**WWE CARGO PROGRAM ENDORSEMENT "B" (Commodity Schedule)**

This endorsement attaches effective as of **06/01/2020** and forms a part of **15914024-23973** (the "Policy") issued to the Assured.

**NOTE: This Endorsement modifies premium rates, minimum premium amounts and applicable deductibles for continued coverage under the Policy.**

For consideration hereby acknowledged, the Policy is amended to adjust and modify the premium rate (calculated per \$100 of declared insurable value), the minimum per-shipment premium amount, and the deductible pursuant to the following schedules:

**Tier 1:** Rate Schedule: \$20 min \$5,000 in coverage / \$0.20/\$100 in value beyond \$5,000

**Tier 2:** Rate Schedule: \$32 min \$5,000 in coverage / \$0.50/\$100 in value beyond \$5,000

**Deductible(s):** Variable

**Restricted OR >\$100,000:**

Commodity ID	Commodity Description	New/Used	Insured Value	Rate	Minimum	Deductible	Special Conditions
All	All	All	> \$100,000			*** Contact UPS Capital for Pricing, Deductibles & Terms & Conditions ***	
* (Restricted)	Antiques / Art / Collectibles & Stone Products (Marble, Tile, Stonework, Granite, etc.)	All	All	\$0.50	\$32.00	\$250 Minimum or 2% of Total Insured Value	*** Contact UPS Capital for Terms & Conditions **

**Tier 1:**

Commodity ID	Commodity Description	New/Used	Insured Value	Rate	Minimum	Deductible	Special Conditions
310	General Merchandise	New	< = \$100,000	\$0.20	\$20.00	\$300 if Total Insured Value exceeds \$5,000	All Risk Coverage with the following exclusions: rust, oxidation, discoloration, and electrical or mechanical derangement, unless caused by an insured peril. Warranted must be properly packed for intended transport with itemized inventory. All packaging and packing materials must be new. Pictures may be required upon request. Concealed damage must be reported within 30 days of delivery.
310	General Merchandise	Used	< = \$100,000	\$0.20	\$20.00	\$300 if Total Insured Value exceeds \$5,000	All Risk Coverage with the following exclusions: rust, oxidation, discoloration, scratching, marring, denting, chipping and electrical or mechanical derangement, unless caused by an insured peril. Warranted must be properly packed for intended transport with itemized inventory. All packaging and packing materials must be new. Pictures may be required upon request. Paid on the lesser of Actual Cash Value, Market Value or Repair Cost. Coverage does not include replacement cost.

**Tier 2:**

Commodity ID	Commodity Description	New/Used	Insured Value	Rate	Minimum	Deductible	Special Conditions
* 315	Antiques / Art / Collectibles	New	< = \$100,000	\$0.50	\$32.00	2% of Total Insured Value	*** Contact UPS Capital for Terms & Conditions ***
* 315	Antiques / Art / Collectibles	Used	< = \$100,000	\$0.50	\$32.00	2% of Total Insured Value	
320	Commercial Electronics (Audio; Computer: Hardware, Servers, Parts & Accessories)	New	< = \$100,000	\$0.50	\$32.00	3% of Total Insured Value	All Risk Coverage with the following exclusions: rust, oxidation, discoloration, and electrical or mechanical derangement, unless caused by an insured peril. Warranted must be properly packed for intended transport with itemized inventory. All packaging and packing materials must be new. Pictures may be required upon request. Concealed damage must be reported within 30 days of delivery.
320	Commercial Electronics (Audio; Computer: Hardware, Servers, Parts & Accessories)	Used	< = \$100,000	\$0.50	\$32.00	3% of Total Insured Value	All Risk Coverage with the following exclusions: rust, oxidation, discoloration, scratching, marring, denting, chipping and electrical or mechanical derangement, unless caused by an insured peril. Warranted must be properly packed for intended transport with itemized inventory. All packaging and packing materials must be new. Pictures may be required upon request. Paid on the lesser of Actual Cash Value, Market Value or Repair Cost. Coverage does not include replacement cost.
325	Consumer Electronics (laptops, cellphones, PDAs, iPads, tablets, notebooks, etc.)	New	< = \$100,000	\$0.50	\$32.00	3% of Total Insured Value	All Risk Coverage. Warranted must be properly packed for intended transport with itemized inventory. All packaging and packing materials must be new. Pictures may be required upon request. Concealed damage must be reported within 30 days of delivery.
325	Consumer Electronics (laptops, cellphones, PDAs, iPads, tablets, notebooks, etc.)	Used	< = \$100,000	\$0.50	\$32.00	3% of Total Insured Value	All Risk Coverage with the following exclusions: rust, oxidation, discoloration, scratching, marring, denting, chipping and electrical or mechanical derangement, unless caused by an insured peril. Warranted must be properly packed for intended transport with itemized inventory. All packaging and packing materials must be new. Pictures may be required upon request. Paid on the lesser of Actual Cash Value, Market Value or Repair Cost. Coverage does not include replacement cost.

Commodity ID	Commodity Description	New/Used	Insured Value	Rate	Minimum	Deductible	Special Conditions
330	Fragile Goods (Glass, Ceramic, Porcelain, etc.)	New	< = \$100,000	\$0.50	\$32.00	2% of Total Insured Value (\$250 Minimum)	All Risk Coverage. Warranted must be properly packed for intended transport with itemized inventory. All packaging and packing materials must be new. Pictures may be required upon request. Concealed damage must be reported within 30 days of delivery.
330	Fragile Goods (Glass, Ceramic, Porcelain, etc.)	Used	< = \$100,000	\$0.50	\$32.00	2% of Total Insured Value (\$250 Minimum)	All Risk Coverage with the following exclusions: rust, oxidation, discoloration, scratching, marring, denting, chipping and electrical or mechanical derangement, unless caused by an insured peril. Warranted must be properly packed for intended transport with itemized inventory. All packaging and packing materials must be new. Pictures may be required upon request. Paid on the lesser of Actual Cash Value, Market Value or Repair Cost. Coverage does not include replacement cost.
335	Furniture (Pianos, Glassware, Tableware, Outdoor Furniture)	New	< = \$100,000	\$0.50	\$32.00	\$300 if Total Insured Value exceeds \$5,000	All Risk Coverage with the following exclusions: rust, oxidation, discoloration, and electrical or mechanical derangement, unless caused by an insured peril. Warranted must be properly packed for intended transport with itemized inventory. All packaging and packing materials must be new. Pictures may be required upon request. Concealed damage must be reported within 30 days of delivery.
335	Furniture (Pianos, Glassware, Tableware, Outdoor Furniture)	Used	< = \$100,000	\$0.50	\$32.00	\$300 if Total Insured Value exceeds \$5,000	All Risk Coverage with the following exclusions: rust, oxidation, discoloration, scratching, marring, denting, chipping and electrical or mechanical derangement, unless caused by an insured peril. Warranted must be properly packed for intended transport with itemized inventory. All packaging and packing materials must be new. Pictures may be required upon request. Paid on the lesser of Actual Cash Value, Market Value or Repair Cost. Coverage does not include replacement cost.
340	Machinery, Appliances and Equipment (Medical, Restaurant, Industrial, Scientific)	New	< = \$100,000	\$0.50	\$32.00	\$300 if Total Insured Value exceeds \$5,000	All Risk Coverage with the following exclusions: rust, oxidation, discoloration, and electrical or mechanical derangement, unless caused by an insured peril. Warranted must be properly packed for intended transport with itemized inventory. All packaging and packing materials must be new. Pictures may be required upon request. Concealed damage must be reported within 30 days of delivery.
340	Machinery, Appliances and Equipment (Medical, Restaurant, Industrial, Scientific)	Used	< = \$100,000	\$0.50	\$32.00	\$300 if Total Insured Value exceeds \$5,000	All Risk Coverage with the following exclusions: rust, oxidation, discoloration, scratching, marring, denting, chipping and electrical or mechanical derangement, unless caused by an insured peril. Warranted must be properly packed for intended transport with itemized inventory. All packaging and packing materials must be new. Pictures may be required upon request. Paid on the lesser of Actual Cash Value, Market Value or Repair Cost. Coverage does not include replacement cost.
345	Miscellaneous / Other / Mixed	New	< = \$100,000	\$0.50	\$32.00	\$300 if Total Insured Value exceeds \$5,000	All Risk Coverage with the following exclusions: rust, oxidation, discoloration, and electrical or mechanical derangement, unless caused by an insured peril. Warranted must be properly packed for intended transport with itemized inventory. All packaging and packing materials must be new. Pictures may be required upon request. Concealed damage must be reported within 30 days of delivery. Commodities with stricter, separately itemized terms and conditions and/or deductibles will be adjusted according to the stricter terms as applicable.
345	Miscellaneous / Other / Mixed	Used	< = \$100,000	\$0.50	\$32.00	\$300 if Total Insured Value exceeds \$5,000	All Risk Coverage with the following exclusions: rust, oxidation, discoloration, scratching, marring, denting, chipping and electrical or mechanical derangement, unless caused by an insured peril. Warranted must be properly packed for intended transport with itemized inventory. All packaging and packing materials must be new. Pictures may be required upon request. Paid on the lesser of Actual Cash Value, Market Value or Repair Cost. Coverage does not include replacement cost. Commodities with stricter, separately itemized terms and conditions and/or deductibles will be adjusted according to the stricter terms as applicable.
350	Non-Perishable Foods / Beverages / Commodities / Vitamins	New	< = \$100,000	\$0.50	\$32.00	\$500	All Risk Coverage. Warranted must be properly packed for intended transport with itemized inventory. All packaging and packing materials must be new. Pictures may be required upon request. Concealed damage must be reported within 30 days of delivery. Supplements must be stored and accounted for in accordance with DEA Regulations.
350	Non-Perishable Foods / Beverages / Commodities / Vitamins	Used	< = \$100,000	\$0.50	\$32.00	\$500	All Risk Coverage with the following exclusions: rust, oxidation, discoloration, scratching, marring, denting, chipping and electrical or mechanical derangement, unless caused by an insured peril. Warranted must be properly packed for intended transport with itemized inventory. All packaging and packing materials must be new. Pictures may be required upon request. Paid on the lesser of Actual Cash Value, Market Value or Repair Cost. Coverage does not include replacement cost. Supplements must be stored and accounted for in accordance with DEA Regulations.
355	Radioactive / Hazardous / Restricted or Controlled Items	New	< = \$100,000	\$0.50	\$32.00	\$300 if Total Insured Value exceeds \$5,000	All Risk Coverage (except Explosives). Warranted must be properly packed for intended transport with itemized inventory. All packaging and packing materials must be new. Pictures may be required upon request. Concealed damage must be reported within 30 days of delivery. Explosives only: FPA Coverage (does not cover partial loss or damage to cargo shipments except in certain circumstances, such as stranding, sinking, collision or fire) Must be properly packed for intended transport. All packaging and packing materials must be new. TRUCK/RAIL TRANSPORT: FPA covers vehicle/trailer/raicar burning, colliding, overturning and/or derailing; AIR TRANSPORT: FPA covers aircraft burning, colliding and/or falling out of the sky. Partial losses are PAID ONLY WHEN THE LOSS IS A DIRECT RESULT of one or more of the named casualties. Example: Fire damage is covered, but not damage from water used to put out the fire. THEFT AND NON DELIVERY ARE NOT COVERED.
355	Radioactive / Hazardous / Restricted or Controlled Items	Used	< = \$100,000	\$0.50	\$32.00	\$300 if Total Insured Value exceeds \$5,000	All Risk Coverage with the following exclusions (except Explosives): rust, oxidation, discoloration, scratching, marring, denting, chipping and electrical or mechanical derangement, unless caused by an insured peril. Warranted must be properly packed for intended transport with itemized inventory. All packaging and packing materials must be new. Pictures may be required upon request. Paid on the lesser of Actual Cash Value, Market Value or Repair Cost. Coverage does not include replacement cost. Explosives only: FPA Coverage (does not cover partial loss or damage to cargo shipments except in certain circumstances, such as stranding, sinking, collision or fire) Must be properly packed for intended transport. All packaging and packing materials must be new. TRUCK/RAIL TRANSPORT: FPA covers vehicle/trailer/raicar burning, colliding, overturning and/or derailing; AIR TRANSPORT: FPA covers aircraft burning, colliding and/or falling out of the sky. Partial losses are PAID ONLY WHEN THE LOSS IS A DIRECT RESULT of one or more of the named casualties. Example: Fire damage is covered, but not damage from water used to put out the fire. THEFT AND NON DELIVERY ARE NOT COVERED.

Commodity ID	Commodity Description	New/Used	Insured Value	Rate	Minimum	Deductible	Special Conditions
360	Sewing Machines, Equipment and Accessories	New	< = \$100,000	\$0.50	\$32.00	\$300 if Total Insured Value exceeds \$5,000	All Risk Coverage with the following exclusions: rust, oxidation, discoloration, and electrical or mechanical derangement, unless caused by an insured peril. Warranted must be properly packed for intended transport with itemized inventory. All packaging and packing materials must be new. Pictures may be required upon request. Concealed damage must be reported within 30 days of delivery.
360	Sewing Machines, Equipment and Accessories	Used	< = \$100,000	\$0.50	\$32.00	\$300 if Total Insured Value exceeds \$5,000	All Risk Coverage with the following exclusions: rust, oxidation, discoloration, scratching, marring, denting, chipping and electrical or mechanical derangement, unless caused by an insured peril. Warranted must be properly packed for intended transport with itemized inventory. All packaging and packing materials must be new. Pictures may be required upon request. Paid on the lesser of Actual Cash Value, Market Value or Repair Cost. Coverage does not include replacement cost.
* 365	Stone Products (Marble, Tile, Stonework, Granite, etc.)	New	< = \$100,000	\$0.50	\$32.00	2% of Total Insured Value (\$250 Minimum)	*** Contact UPS Capital for Terms & Conditions ***
* 365	Stone Products (Marble, Tile, Stonework, Granite, etc.)	Used	< = \$100,000	\$0.50	\$32.00	2% of Total Insured Value (\$250 Minimum)	
370	Wine / Spirits / Alcohol / Beer	New	< = \$100,000	\$0.50	\$32.00	3% of Total Insured Value	All Risk Coverage. Warranted must be properly packed for intended transport with itemized inventory. All packaging and packing materials must be new. Pictures may be required upon request. Concealed damage must be reported within 30 days of delivery.
370	Wine / Spirits / Alcohol / Beer	Used	< = \$100,000	\$0.50	\$32.00	3% of Total Insured Value	All Risk Coverage with the following exclusions: rust, oxidation, discoloration, scratching, marring, denting, chipping and electrical or mechanical derangement, unless caused by an insured peril. Warranted must be properly packed for intended transport with itemized inventory. All packaging and packing materials must be new. Pictures may be required upon request. Paid on the lesser of Actual Cash Value, Market Value or Repair Cost. Coverage does not include replacement cost.

All other terms and conditions remain unchanged. Subject to the schedules herein, the governing terms and conditions of coverage within the Policy shall fully apply unmodified by this Endorsement.

IN WITNESS WHEREOF, this Endorsement has been executed by the President and Secretary of the Company.



President  
National Union Fire Insurance Company of Pittsburgh, PA.



Secretary  
National Union Fire Insurance Company of Pittsburgh, Pa.