

# **Intact Insurance Company**

# **Bailees' Customers Rider Named Perils**

# 1. Indemnity Agreement

In the event that any of the property insured be lost, destroyed or damaged by a peril insured against, the Insurer will indemnify the Insured to an amount not exceeding the amount of insurance specified on the "Declaration Page(s)" in respect to the property lost or damaged.

Provided, however, that where the insurance applies to the property of more than one person or interest, the Insurer's total liability for loss sustained by all such persons and interests shall be limited in the aggregate to the amount or amounts of insurance specified on the "Declaration Page(s)".

# 2. Property Insured

This Form insures:

- a) All kinds of lawful goods and/or articles owned, rented or leased by others, accepted by the Insured for cleaning, renovating, laundering, pressing, dyeing, repairing and/or alteration, while contained in the premises occupied by the Insured and described in the "Declaration Page(s)", or in the custody of its collecting agents or branch stores, and while being transported by the Insured's owned vehicles or by public carriers to and from its customers or branch stores or agents;
- b) The monetary loss to the Insured of accrued but unpaid charges made by the Insured for cleaning, renovating, laundering, pressing, dyeing, repairing and/or alteration of the property insured hereunder when such accrued charges are rendered uncollectable by loss or damage to insured property payable in accordance with the terms and conditions of this policy.

# 3. Limits of Liability

The Insurer shall not be liable beyond the actual cash value of the property insured at the time any loss or damage occurs, and the loss or damage shall be ascertained or estimated according to such actual cash value with proper deductions for depreciation however caused, subject however to the limits of liability shown in the "Declaration Page(s)".

## 4. Deductible

The Insurer is liable for the amount by which the loss or damage caused by any of the perils insured against exceeds the amount of the deductible specified on the Declaration Page(s) in any one occurrence.

# 5. Perils Insured

This Form insures against loss of or damage to property insured, directly caused by the following perils, including confusion of goods resulting therefrom:

- a) fire and lightning;
- b) smoke due to a sudden, unusual and faulty operation of any stationary furnace;
- c) theft, burglary and robbery not otherwise excluded hereunder;
- d) leakage from fire protective equipment (meaning thereby the leakage of water or other substance from within equipment which is used for fire protection purposes at the premises shown in the "Declaration Page(s)");
- e) cyclone, tornado or windstorm, hail, rain, sleet or snow;
- f) explosion;
- g) earthquake;
- h) impact by aircraft or objects falling therefrom;
- i) collision, derailment, upset or overturn of any land conveyance while the Insured property is being transported thereon (the coming together of vehicles during coupling operations or the striking of curbing or any portion of the roadbed shall not be deemed a collision);
- j) collapse of bridges and culverts;
- k) flood (meaning thereby rising of rivers or streams) during transportation;
- l) stranding, sinking, fire or collision, including General Average or Salvage Charges, while on any regular ferry in connection with land transportation;
- m) riot, vandalism and malicious acts (the term "riot" includes open assemblies of strikers inside or outside the premises who have quitted work and locked-out employees).



#### 6A. Exclusions

This Form does not insure against:

- a) loss or damage caused directly by or resulting from any cleaning, renovating, laundering, pressing, dyeing, repairing and/or alteration;
- b) theft of individual pieces or articles unless caused directly by burglary or robbery occurring at the premises specified in the "Declaration Page(s)";
- c) theft from unattended vehicles unless securely closed and locked (in the case of loss by theft, visible evidence of forcible entry must be shown);
- d) theft of goods left in delivery vehicle(s) overnight, unless such vehicle(s) is/are parked in a locked building owned and/or occupied by the Insured:
- e) loss or damage to property held in storage for more than thirty (30) days, unless specifically endorsed hereon;
- f) loss or damage resulting from any dishonest act of the Insured or any of the Insured's employees or agents, or any person to whom the property insured may be entrusted (bailees for hire excepted);
- g) loss or damage resulting from mis-delivery or careless destruction of property or other unaccountable loss where there is no evidence that the loss was occasioned by the perils specifically insured against;
- h) loss or damage to goods while in the custody of other bailees;
- i) loss or damage caused by delay or deterioration;
- j) loss or damage to shipments by mail or parcel post, unless specifically endorsed hereon;
- k) loss or damage to property illegally acquired, kept or transported or property seized or confiscated for breach of any law or by order of any public authority;
- l) loss or damage caused by the neglect of the Insured to use all reasonable means to save and preserve the property insured at the time of and after any loss or damage;
- m) loss or damage caused directly or indirectly:
  - (i) by any nuclear incident as defined in the Nuclear Liability Act or any other nuclear liability act, law or statute, or any law amendatory thereof or nuclear explosion, except for ensuing loss or damage which results directly from fire, lightning or explosion of natural, coal or manufactured gas;
  - (ii) by contamination by radioactive material;

# **6B. Pollution Exclusion**

This Form does not insure against:

- (a) Loss or damage caused directly or indirectly by any actual or alleged spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants", nor the cost or expense of any resulting "clean up", but this exclusion does not apply:
  - (i) if the spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants" is the direct result of a peril not otherwise excluded under this Form;
  - (ii) to loss or damage caused directly by a peril not otherwise excluded under this Form.

Cost or expense for any testing, monitoring, evaluation or assessing of an actual, alleged, potential or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants".

# 7. Debris Removal Extension

(i) Debris Removal: The Insurer will indemnify the Insured for expenses incurred in the removal of debris of the property insured, occasioned by loss or damage to such property, for which loss or damage insurance is afforded under this Form. The amount payable under this extension shall not exceed 25% of the total amount payable for the direct physical loss to property insured plus the amount of the applicable deductible.

Extension of coverage (i) does not apply to costs or expenses:

- (a) to "clean up" "pollutants" from land or water; or
- (b) for testing, monitoring, evaluating or assessing of an actual, alleged, potential or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants".

Debris removal expense shall not be considered in the determination of actual cash value for the purpose of applying the coinsurance clause.

The above extensions of coverage shall not increase the amounts of insurance applying under this Form and are subject to all conditions of this Form.

# 8. Special Conditions

I. Optional Settlement

Loss, if any, at the option of the Insurer to be adjusted with and paid to the Insured for account of whom it may concern, or adjusted with and paid direct to the Insured's customers.



#### II. Goods For Storage

Goods held by the Insured without instructions from the owners to hold on storage shall not be considered held on storage. Goods accepted for storage for which a charge has been or is to be made are covered only while in process or in transportation by the Insured between the premises occupied by the Insured and described in the "Declaration Page(s)" and to or from its customers premises.

## III. Notice To Authorities

The Insured agrees that all thefts for which claims are made under this Form will be reported promptly to the police department.

### 9. Other Insurance

The Insurer is not liable:

- a) For more than the portion of any loss or damage covered by this Form which the applicable limit of this Form bears to the total amount of insurance covering against the peril of fire irrespective of whether or not such other insurance gives insurance in respect of the perils covered by this Form whether by endorsement thereto or otherwise;
- b) Where such other insurance does not insure against loss or damage by fire for more than the excess (if any) of any loss or damage over the applicable limit of any other insurance which would attach if this insurance had not been effected;
- c) The provisions of sections a) and b) of this clause do not apply to insurance effected by a customer or a member of the family of a customer of the Insured and such insurance shall not contribute to any claim otherwise payable under this Form.

#### 10. Reinstatement

Loss under any item of this Form shall not reduce the applicable amount of insurance.

### 11. Definition

Wherever used in this Form:

"Declaration Page(s)" means the Declaration Page(s) applicable to this Form.