

MOTOR TRUCK CARGO LEGAL LIABILITY COVERAGE – SPECIAL FORM

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

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section F – DEFINITIONS.

A. COVERAGE

We will pay those sums that you become legally obligated to pay as damages as a motor carrier for direct physical loss of or damage to Covered Property from any of the Covered Causes of Loss.

We have the right and duty to defend you against any "suit" seeking those damages. However, we will have no duty to defend you against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any occurrence and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section C – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable Limit of Insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under the Supplementary Payments Additional Coverage.

1. **Covered Property**, as used in this Coverage Form, means property of others that you have accepted for transportation under a bill of lading, shipping receipt, written contract, or tariff.

We cover such property while:

- a. In or on any land vehicle or container; or
- b. At a "terminal" described in the Declarations; or
- c. At other locations.

2. **Property Not Covered**

Covered Property does not include:

- a. Accounts, bills, currency, money, coins, securities, checks, drafts, notes, com-

mercial papers, deeds, evidences of debt, letters of credit, blueprints, mechanical drawings, manuscripts, records, abstracts, passports, stamps, lottery tickets, railroad tickets, airplane tickets or other documents of value;

- b. Gold, silver, platinum or any other precious metals or alloys, pearls, precious or semi-precious stones;
- c. Paintings, etchings, drawings (including frames, glasses and shadow boxes), rare books, manuscripts, maps, historic documents, rugs, tapestries, sculptures, statuary and other bona fide works of art, rarity, historic value or artistic merit.
- d. Jewelry, watches, furs or garments trimmed with fur;
- e. Live animals, birds or fish; however, we will pay your legal liability for loss by theft or for death or destruction resulting from or made necessary by any of the "specified causes of loss";
- f. Property transported gratuitously or as an accommodation;
- g. Intermodal shipping containers, except as provided under the Intermodal Shipping Containers Additional Coverage;
- h. Property for which you have arranged transportation as an authorized Federal Motor Carrier Safety Administration broker of property;
- i. Property for which you are legally liable as a warehouse operator or freight forwarder;
- j. Contraband or property in the course of illegal transportation or trade.