



Warehouseman's Form

Refer to Supplemental Declarations if information is not shown on this form.

AGREEMENT

This form is part of Policy No. _____.

We will provide the insurance stated in this form in return for **your** payment of the premium due and **your** compliance with all of the **terms** of this policy.

Named Insured: _____.

SPECIAL CONDITIONS

We cover damage to the described property, owned by customers, while in **your** care, custody and control:

1. for which **you** are legally liable.
2. which results from the covered causes of loss shown below.
3. including the cost of labor and materials that **you** have invested in the described property.
4. and **we** agree to defend **you** if **we** deny liability to the property owner. **We** reserve the right to settle any claim.

CAUSES OF LOSS

We insure against direct physical loss by the causes of loss shown below:

1. fire and lightning;
2. windstorm and hail;
3. explosion;
4. smoke;
5. vehicles;
6. riot and civil commotion;
7. aircraft including objects falling from aircraft, spacecraft and self-propelled missiles;
8. collapse of the structure or shelving within it;
9. water damage caused by water escape from plumbing or sprinkler systems on premises; and
10. burglary, including the breaking and entering of a locked room.

SCHEDULE

| Location | Description of Property | Amount of Insurance |
|----------|-------------------------|---------------------|
| | | |

Total \$ _____.

DEDUCTIBLE

From each adjusted claim for loss or damage in a single **occurrence**, **we** will deduct \$ _____.

WHAT WE DO NOT PAY FOR

1. loss occurring away from the described location.
2. loss caused by theft.
3. loss caused by dishonest or illegal acts by **you** or **your** employees, whether acting alone or in concert with others.

4. loss of or to accounts, bills, letters of credit, deeds, evidences of debt, money, securities, jewelry, watches and other items consisting wholly or partly of gold, silver, platinum or precious or semiprecious stones and furs or garments trimmed with or that consist principally of fur.
5. loss of or to perishable goods.
6. loss of or to animals or pets.

HOW MUCH WE PAY FOR LOSS OR CLAIM

The following provisions apply:

Coinsurance Clause:

We require that the amount of insurance be maintained at 100% of the actual cash value of the covered property at all times.

We will not be liable for a greater proportion of any loss to the property than the applicable amount of insurance bears to 100% of the actual cash value of the property at the time of loss.

Conditions:

1. *we* will not be liable in any one *occurrence* for more than the lesser of the amount of insurance shown on the schedule or the actual cash value of the property at the time of loss.
2. at *our* option, any loss to property of others may be settled with and paid directly to the owner of the property.
3. in the presence of other insurance applying to the covered property, this insurance will apply only as excess over such other insurance.
4. if there is a loss to an item which consists of several parts when complete, *we* are liable only for the actual cash value of the part and such loss is not considered as a total loss of the item.
5. *We* have the right and duty to defend any *suit* seeking damages from *you* arising from *our* denial of liability to the owner of the property. *We* will defend even if the allegations of the *suit* are groundless, false or fraudulent, however, *we* are not obligated to provide a defense after *we* have paid, either by judgement or settlement, an amount equal to the amount of insurance applicable.
6. The deductible does not apply to costs of defense.