MOVING INSURANCE
BY INSURMEDIX BROKERS

Powered by Prime Insurance Company

HOUSEHOLD MOVING INSURANCE POLICY

PHM-00-01

This HOUSEHOLD MOVING INSURANCE POLICY (the "Policy"), is a manuscript policy, meaning it is a negotiated agreement between the Named Insured and the Insurer, and as such it may differ significantly from policies offered by other insurance companies. This Policy contains strict claim reporting requirements which must be followed as conditions precedent to coverage. The terms of this Policy are contractual and are not merely recitals and all information supplied to the Insurer to obtain coverage constitute warranties of the Named Insured to the Insurer.

Various other provisions of this Policy restrict and limit the coverage provided. Please read the entire Policy, including any Endorsements, carefully to determine your rights and duties and what is and is not covered.

Throughout the Policy, including any Endorsements, the terms "you," "your," and "Insured" refer to the Named Insured listed on the Declarations and any Certificate Holder(s) listed on a Certificate of Insurance. The term "Named Insured" refers only to the Named Insured listed on the Declarations. The term "Certificate Holder" refers only to the person or entity listed as the Certificate Holder on a Certificate of Insurance. The terms "we," "us," "our," and the "Company" refer to InsurMedix and/or the Insurer. Capitalized terms have specific meaning throughout the Policy as defined herein.

SECTION I — INSURING AGREEMENT

A. Coverage

Subject to the terms and conditions set forth herein and all applicable Limits of Insurance, we will pay, in excess of the Deductible, for Accidental Damage or Loss sustained to a Certificate Holder’s personal property while in the care, custody, and control of an Authorized Moving Company if:

1. A Certificate of Insurance is purchased by the Certificate Holder during the Policy Period and at least twenty-four (24) hours prior to the Move Date; and

2. A Valued Inventory is properly completed, signed, and submitted prior to the Move Date; and

3. The Accidental Damage or Loss occurs during the Policy Period in the United States of America; and

4. The Certificate Holder's personal property is in the Authorized Moving Company’s care, custody, and control for no more than thirty (30) days from the date of pick up, unless as extended by the Insurer for situation such as, but not limited to, Acts of God and Force Majeure; and

5. A Claim for Damage or Loss is presented to the Insurer within ten (10) days of delivery to the Address of Destination; and

6. The Certificate Holder is able to produce accurate, signed copies of Bill of lading and Inventory Sheets received at delivery which contain:

   a. the dates during which the Certificate Holder’s personal property was in the Authorized Moving Company’s care, custody and control;

   b. the Address of Origin and the Address of Destination; and

   c. properly completed exception remarks regarding any claimed Damage or Loss on the applicable Inventory Sheets.

B. Coverage Conditions

1. Items Requiring Specific Packing

The following items are subject to specific packing requirements. If specific packing requirements are not met, there will be no coverage.

a. Delicate and fragile items, including but not limited to lamps and lamp shade, glass tables/tops, marble tables/tops, mirrors, slates, taxidermy, paintings, framed pictures, statues, chandeliers, display cases, and glass door cabinets must be handled by a certified third-party service or the Authorizing Moving Company and professionally packed in a moving carton or crated in wooden or other protective containers specifically manufactured for the item. Wrapping such items only in moving pads does not meet the specific packing requirements of this Policy and will not be covered.

b. Any delicate or fragile item valued at $5,000 or more must be professionally crated in a solid wood crate by the Authorized Moving Company or a certified third-party service. A picture of the item prior to crating and Proof of Value must be provided to the insurer for coverage to be offered. In case a claim arises a proof of the crating in the form of a picture and a charge will be required and must be kept and provided to the Insurer upon request.

c. Televisions must be professionally wrapped or protected with original closed-cell extruded polystyrene foam (XPS) (such as Styrofoam), or both bubble wrap and moving blankets packed in a television carton, original TV carton, or wooden crate. Televisions wrapped in cut down cardboard or moving blankets are not covered by this Policy. Televisions must be unpacked at the Address of Destination and any Damage or Loss must be noted on delivery records signed by all parties. Damage or Loss to televisions not noted on signed delivery records will not be covered. In the event of a Claim relating to a television, the Certificate Holder must provide the Insurer the year, make, and model of the television and proof of the wrapping in the form of a picture at the time of pickup and delivery.

d. Mattresses and box springs are specifically excluded from coverage unless packed in a material specifically designed for this purpose. Shrink-wrapped mattresses or mattresses transported in bags or covers will need proof of the wrapping in the form of a picture at the time of pickup and delivery.

e. Pianos must be foam wrapped, then pad wrapped, and placed on a piano board and a moving dolly. Any piano with a value of $10,000 or more must be professionally disassembled, packed, loaded and unloaded, reassembled and unpacked by a certified third-party piano moving service. Adjusting and tuning of a piano is not covered by this Policy.

f. Hot tubs, Jacuzzis, and pool tables must be disassembled, packed, loaded, unloaded, unpacked and reassembled by a certified third-party service.

g. Grandfather clocks must be disassembled, packed, loaded and unloaded, unpacked, and reassembled by a certified third-party service. Adjusting and reassembling of grandfather clocks is not covered by this Policy.

2. Valued Inventory

All transported items must be listed and identified in the Valued Inventory and on the Authorized Moving Company's Inventory List. A description of and declared value for each transported item must be included on the Valued Inventory. In no event will the Insurer's maximum liability exceed the declared value listed in the Valued Inventory. Items not listed in the Valued Inventory are not covered by this Policy. Items listed in the Valued Inventory without a specific description or marked as "miscellaneous" are not covered by this Policy. No items or goods can be added to or deleted from the Valued Inventory within twenty-four (24) hours of the Move Date.

3. Items Individually Valued at $2,500 or More

For items individually valued at $2,500 or more, photographs of the item must be taken and included with the Valued Inventory. Additional premium will be calculated and charged for items valued at $2,500 or more. In case a claim arises, a Proof of Value will be required to determine the item's market value.

4. Warehouse/Storage Facility

   A Certificate Holder's personal property must not be picked up from a warehouse or storage facility. The Address of Origin must not be a warehouse or storage facility.

   If a Certificate Holder's personal property is delivered to a warehouse or storage facility, all items must be checked at the time of delivery and any Damage or Loss must be noted on delivery records signed by all parties. Any external Damage or Loss not listed on the signed delivery records will not be considered.

5. Missing Items

   Missing items will not be covered unless the item is listed in the Valued Inventory and its absence is noted on delivery records signed by all parties. Items claimed missing from moving cartons will only be covered if the respective carton is noted as being tampered with, open, or missing at delivery. Blanket statements such as "items missing" or "missing boxes" will not be accepted.

6. Mechanical and Electrical Malfunctions

   Mechanical and electrical malfunctions will not be covered unless exceptions are noted on signed delivery records for external damage to the subject item. Loss of data and recalibration is not covered by this Policy. Any item inventoried as mechanical condition unknown will not be covered.

7. Packed by Owner

   Any item(s) Packed by Owner must be placed in a heavy-duty moving box. Each box Packed by Owner must remain open until sealed by the Authorized Moving Company. If a box Packed by Owner is sealed without the consent of the Authorized Moving Company, the maximum amount the Insurer will pay per box will not exceed $50. If exterior damage to a box Packed by Owner is noted on the Inventory Sheets at time of pick up, there will be no coverage for Damage or Loss sustained to any of the items in the damaged box. Exceptions noted by the Certificate Holder at time of delivery documenting damages to packed boxes will not be considered as sufficient evidence in determining loss or damage to the contents of the said box or the compensation for such claimed loss or damage and must be accompanied by photographs of the contents of the boxes supporting the loss or damage claimed. For unsealed Packed by Owner boxes, each box must be photographed and itemized, and the value of the content(s) must not exceed $500/per box. The Authorized Moving Company or a certified third-party service must include content(s) on the Inventory Sheet.

   Items in original manufacturer packaging are considered Packed by Owner. Items picked up from a third-party seller's warehouse or store in their original packaging or repackaging by the seller will be considered Packed by Owner. Claims will not be honored for Shortage of any Certificate Holder-packed items unless the Shortage has been noted on delivery records signed by all parties.

8. Care, Custody and Control of an Authorized Moving Company

   A Certificate Holder's personal property must remain in the Authorized Moving Company's care, custody, and control during all stages of the move. There will be no coverage under this Policy if care, custody or control of personal property is given to a person or entity other than the Authorized Moving Company.

9. Nullification of Certificate of Insurance

   If a Certificate Holder's personal property has not been transferred into the care, custody, and control of the Authorized

Moving Company within thirty (30) days of when the Certificate Holder's Certificate of Insurance was issued, and InsurMedix has not been notified of a delay in the transport, the Certificate Holder's Certificate of Insurance will automatically be deemed to not have gone into effect and become null and void on the 31st day after issuance at 12:01 a.m. Eastern time and all liability of the Insurer under the Certificate of Insurance will end without further notice or obligation.

C. Limit Of Insurance

1. Liability of the Insurer is limited to the Limit of Insurance amount shown on the Declarations, but in no event will exceed $80,000 per Certificate Holder.

2. The claim settlement will be based on the lower of the following at the time of the Claim:

   a. the repair or cost of repair, or

   b. the replacement or cost to replace an item with an item of like kind and quality, or

   c. the actual market value but not exceeding the insured value(declared value) of each item that is damaged or lost. Subject to depreciation and all applicable Deductibles.

D. Exclusions

This Policy does not cover and we will not be obligated to pay for any Damage or Loss excluded by this section regardless of any other cause or event contributing concurrently or in any other sequence to the Damage or Loss and regardless of whether any other cause or event contributing to the Damage or Loss was the primary or secondary cause.

1. Valuables – Damage or Loss to jewelry, bags (per item) and shoes (per set) valued at more than $500, watches, gemstones, cash, currency or bank notes, safes, deeds, travelers checks, coin or stamp collections, sports memorabilia, drones, alcoholic beverages, food, perishable items, plants or living things, medication, Autos, motorcycles, motor scooters, furs or garments trimmed with fur, ammunition, illegal goods or contraband, cigarettes, laptops or tablet computers, firearms, video games, mobile or cellular telephones, non-household items, items that are considered for commercial, industrial or non-household use including merchandise for sale or exhibition, real estate, items not listed on the Valued Inventory, items not transported by the Authorized Moving Company, and items received by the Authorized Moving Company as condition unknown.

2. Damage or Loss related to, caused by, or arising from spoilage, contamination, wear and tear, deterioration, or changes in climatic conditions.

3. Damage or Loss related to, caused by, or arising from the actual, alleged, or threatened presence of mold, mildew, or fungi or any kind whatsoever, or any materials containing them at any time.

4. Damage or Loss related to, caused by, or arising from moths, vermin, or any other type of infestation.

5. Damage or Loss related to, caused by, or arising from inherent vice including, but not limited to, a shipment containing Hazardous Materials or items that are flammable, corrosive, or explosive.

6. Damage or Loss related to, caused by, or arising from the negligence of a Certificate Holder.

7. Damage or Loss related to, caused by, or arising out of the confiscation, seizure, or destruction of goods by a governmental agency, entity, or authority.

8. Damage or Loss related to, caused by, or arising from moisture or water unless negligence by the Authorized Moving Company has been proven to be the cause of the Damage or Loss.

9. Damage or Loss related to, caused by, or arising from:

    a. War, invasion, acts of foreign enemies, hostilities, or warlike operations (whether war be declared or not), civil war, rebellion revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or

    b. Any act of terrorism, including, but not limited to, the use of force or violence and/or the threat thereof, of any person or group, whether acting alone or on behalf of or in connection with any organization or government, committed for political, religious, ideological, or similar purposes, including the intention to influence any government and/or to put the public, or any section of the public, in fear.

10. Damage or Loss due to delay or service-related issues, including, but not limited to mover and customer agreements, shipment delays, etc.

11. Damage or Loss related to, caused by, or arising, directly or indirectly, from radiation, radioactive exposure, pollution or contamination, a nuclear weapon, nuclear reaction, atomic fission, atomic fusion, nuclear decay, nuclear transmutation, and any other nuclear chemistry related event or occurrence.

12. Damage or Loss that existed prior to the Authorized Moving Company's transportation of the item(s).

13. Damage or Loss that was expected or intended by an Insured or the Authorized Moving Company or any person acting on behalf of an Insured or the Authorized Moving Company.

14. Damage or Loss related to, caused by, or arising out of the presence of or exposure to Pollutants or Hazardous Materials.

15. Damage or Loss related to, caused by, or arising from a transmissible pathogen, disease, microorganism, or causative agent of disease, including, but not limited to, a virus, bacterium, or fungus, or the suspected or anticipated presence of a transmissible pathogen, disease, microorganism, or causative agent of disease.

16. Damage or Loss to any item constructed of any type of engineered wood, manufactured wood, veneered chipboard, particle board, MDF – medium density fiberboard, composite board, press board, press wood, or similar material, except when negligence of the Authorized Moving Company has been determined to be the cause of the Damage or Loss.

17. Damage or Loss to any item packed by a Certificate Holder unless the Damage or Loss is caused directly by the Authorized Moving Company's negligence, fire, lightning, explosion, flood, cyclone, tornado, windstorm, collapse of bridges, theft, or collision, overturn or upset of the transporting vehicle.

18. Loss of value due to repair.

19. Incidental charges relating to a covered repair.

20. Damage or Loss to any item picked-up or originating from a warehouse or storage facility.

21. Damage or Loss from defect or inherent vice of the article, including susceptibility to damage because of atmospheric conditions such as temperature and humidity or changes therein.

SECTION II — WHO IS AN INSURED

A. The Named Insured listed on the Declarations.

B. Any person or entity identified as a Certificate Holder on a Certificate of Insurance issued by the Insurer.

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SECTION III — DEDUCTIBLE

A. We only cover that part of Damage or Loss that is in excess of the Deductible.

B. All Damage or Loss arising during the Policy Period will be adjusted in accordance with the valuations and limitations set forth in this Policy. The Insurer shall have no obligations under this Policy until the value of the Claim exceeds the Deductible.

C. When one or two items sustain Damage or Loss, the Deductible, which must be paid by the Certificate Holder, is $500 or 20% of the Claim settlement, whichever is higher.

D. When three or more items sustain Damage or Loss, the Deductible, which must be paid by the Certificate Holder, is $1,000 or 20% of the Claim settlement, whichever is higher.

SECTION IV — CONDITIONS

A. Duties After Damage or Loss

1. As an express condition precedent to coverage under this Policy, the Certificate Holder must give InsurMedix immediate written notice, as soon as possible and in no event later than ten (10) days after delivery to the Address of Destination, of any Damage or Loss which might give rise to a Claim covered by this Policy. Notice of loss must be submitted online in your customer portal in which you purchased this Policy via the link provided to you by email. If you cannot find the access to report the claim online through the customer portal, you are required to notify InsurMedix of the loss via email to movingclaims@insurmedix.com. Each Certificate of Insurance is limited to one Claim per certificate and Claim cannot be amended once submitted. Any Damage must be reported within ten (10) days after delivery.

2. Every Insured must:

   a. In order to submit a Claim, the Certificate Holder must provide the final moving documents such as a signed bill of lading and a signed inventory list.

   b. Promptly notify police in the event personal property is stolen.

   c. Take all reasonable steps to minimize a loss and ensure all rights against third parties are properly reserved and exercised.

   d. Authorize us to obtain records and other information through but not limited to the inspection of damaged items, verification of ownership, sales receipts, online purchase account records.

   e. Cooperate with us in the investigation of any Claim including, but not limited to providing written and/or sworn statements concerning the Claim.

   f. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to an Insured, or which provides similar benefits to an Insured because of Damage or Loss to which this Policy may apply.

   g. Permit us or our agents access to damaged property and permit us to take samples as necessary to assist in investigating the Claim; and provide us with records and documents we request and permit us to make copies.

B. Other insurance

1. If other valid and collectible insurance, whether primary, excess or contingent or on any other basis, including but not limited to homeowner's insurance, rental insurance, manufacturer warranty, moving company's insurance, etc. or any

form of self-insurance available to an Insured for Damage or Loss covered under this Policy then this Coverage is excess over the other insurance, including any form of self-insurance.

2. When both this insurance and other insurance, whether primary, excess or contingent, or on any other basis, or any form of self-insurance apply to Damage or Loss, we shall not be liable under this Policy for a greater proportion of the Damage or Loss than that stated in the applicable contribution provision below:

   a. Contribution by equal shares – If all such other insurance provides for contribution by equal shares, we shall not be liable for a greater proportion of such Damage or Loss than that which would be payable if each insurer or self-insured entity contributes an equal share until the share of each Insurer or self-insured entity equals the lowest applicable limit of insurance under any one policy, or the full amount of the Damage or Loss is paid. With respect to any amount of the Damage or Loss not so paid, the remaining insurers or self-insured entity will then contribute an equal share of the remaining amount of the Damage or Loss until each insurer has paid its limit in full or the full amount of the Damage or Loss is paid.

   b. Contribution by limits – If all such other insurance does not provide for contribution by equal shares, the Insurer shall not be liable for a greater proportion of such Damage or Loss than the applicable limit of insurance under this Policy bears to the total applicable limit of insurance of all other valid and collectible insurance applicable to such Damage or Loss.

3. If this Policy and any other policy or coverage contract issued to you by us or any company affiliated with us apply to the same Damage or Loss, the Limit of Insurance under all of the policies and coverage contracts shall not exceed the highest applicable Limit of Insurance under any one policy or coverage contract. This condition does not apply to any policy or coverage contract issued by us, or an affiliated company, specifically to apply as excess insurance over this Policy.

C. Loss to a Pair or Set.

If any item of a “pair” or “set” sustains Damage or Loss, payment will only be made for the proportionate value of the item damaged or lost, not the entire pair or set. Items listed as a “pair” or “set” must be insured either at the total pair’s or set’s replacement value or with the individual replacement value of each piece listed.

D. Subrogation and Impairment of Insurer’s Rights

1. After payment of a Claim under this Policy, the Insurer shall be subrogated to the extent of their payment to all the Insured’s rights of recovery against the Authorized Moving Company and any other involved person or organization. The Insured cannot claim any items with the Authorized Moving Company that are covered by this Policy.

2. Any act or agreement by an Insured, prior or subsequent to the effective date of this Policy, whereby any right of an Insured to recover the full value of or amount of any Damage or Loss sustained to any covered item from another party is released, impaired or lost, shall render this Policy null and void, but the right of the Insurer to retain or recover the premium shall not be affected.

E. Concealment, Misrepresentation or Fraud

This Policy shall be null and void if an Insured conceals or misrepresents any material fact or circumstance concerning this Policy or any Claim presented under this Policy.

F. Claim Settlement

1. All Claim payments, less any applicable Deductible, will be made in U.S. dollars. You cannot receive double compensation for the same Damage or Loss. It is illegal to collect twice on the same item(s).

2. Claim settlement will be based on the lower of:

   a. the item's declared value;

   b. the item's market value;

   c. the value assessed by an appraiser; or

   d. the repair cost when an item is repairable.

   For items with a claimed value of $2,500 or more, a third-party appraisal or Proof of Value of the item is required. The Certificate Holder must pay the cost of the third-party appraisal.

G. Salvage

If the Insurer replaces, makes a Total Loss payment, or pays the insured amount shown on the Valued Inventory for a damaged item, the Insurer may, at its option, salvage the damaged item.

H. Recovered Item

If you or we recover any item for which we have made payment under this Policy, you or we will notify the other of the recovery. At your option, the property will be returned to or retained by you or it will become our property. If the recovered item is returned to or retained by you, the loss payment will be adjusted based on the amount you received for the recovered item.

I. Suit Against Insurer

No action shall be brought against the Insurer unless there has been full compliance with the terms of this Policy, and the action is brought within twelve (12) months after delivery at the Address of Destination. However, if such limitation is not permissible under the laws where this Policy is issued, any action against the Insurer must be brought within the shortest period of time permitted by the laws of such state.

J. Cancellation of This Policy

1. Except as indicated in the Declarations or an Endorsement issued by the Insurer, by entering into this Policy, neither the Insurer nor the Named Insured are bound to continue coverage through the entire Policy Period and either may cancel the Policy for any reason, subject to the terms and conditions of this Policy, including without limitation, the conditions regarding earned and returnable premiums.

2. The Named Insured or its representatives shown on the Declarations may cancel this Policy by mailing a request to cancel to the Insurer. A request to cancel is not effective until the Insurer has acknowledged receipt of and processed the cancellation request.

3. The Insurer or its representatives may cancel this Policy by mailing a written notice of cancellation to the Named Insured at least:

   a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium or upon the Named Insured's failure to pay any premium or any other cost or fee required to be paid under the terms of this Policy; or

   b. 10 days before the effective date of cancellation if we cancel for any other reason, unless a longer period of time is specifically required by applicable law.

4. In the event this Policy is cancelled by the Insurer, the Named Insured, or any of their respective representatives for any allowable reason, any other policy issued to the Named Insured by the Insurer, or one of its affiliates, will also become subject to cancellation.
5. The Insurer will mail any notice of cancellation or any other notice to be delivered under this Policy to the Named Insured's mailing address shown on the Declarations or an Endorsement issued by the Insurer changing such address. It is the Named Insured's obligation to maintain a current mailing address on file with the Insurer.
6. Notice of cancellation will state the effective date of cancellation and the Policy Period will end on that date.
7. In the event of a Claim any time prior to cancellation, the total premium set forth on the Declarations will be deemed fully earned. Furthermore, any premiums paid by the Certificate Holder will be deemed fully earned unless the Certificate of Insurance is cancelled as provided below.
8. If notice is mailed, a prepaid proof of mailing is sufficient proof of notice to the Named Insured. Notice deposited in the mail in the manner described above shall be effective when so deposited.
9. This Policy is not subject to automatic renewal. The Insurer has no obligation to offer the Named Insured insurance in the future and has no obligation to provide the Named Insured with further notice of the expiration of this Policy. The Insurer may, at its option, offer terms for future separate policies.
10. At no time will cancellation of this Policy for any reason require the Insurer to refund an amount of premium over or above the minimum, fully earned premium set out in this Policy.

K. Cancellation of a Certificate of Insurance

1. The Insurer reserves the right to cancel any Certificate of Insurance without notice. In this event, a full refund will be made.
3. If a Certificate of Insurance is canceled by the Certificate Holder less than four (4) or days before the Move Date and more than 24 hours before the move 50% of the charged premium will be refunded.
4. If a Certificate of Insurance is cancelled by the Certificate Holder four (4) or more days before the Move Date, 80% of the charged premium will be refunded.
5. A Certificate Holder may cancel a Certificate of Insurance by emailing a request to cancel to InsurMedix at movingupdate@insurmedix.com. A request to cancel is not effective until InsurMedix has acknowledged receipt of and processed the cancellation request.

L. Premium

1. We will compute the premium for this Policy in accordance with our rules and rates at the time coverage is issued on behalf of the Named Insured.
2. This Policy will be activated only after full payment of the premium quoted has been received by the Insurer.

M. Examinations, Inspections, and Surveys

The Insurer has the right, but is not obligated to:

1. Examine and audit the Named Insured's books and records as they relate to this Policy at any time as allowed by applicable law;
2. Make inspections and surveys of the Named Insured and its operations, premises, equipment, property, and books at

any time;

3. Prepare reports on the results of the inspections and surveys, and provide copies of said reports to the Insured; and

4. Recommend and/or require changes, repairs, or other acts to be completed as a condition precedent to continued coverage under the Policy.

   The inspections, surveys, reports, or recommendations relate to the insurability of the Named Insured and the coverage charge to be made. We do not make safety inspections, undertake to provide legal advice or opinions, or perform the duty to any person or organization to provide for the health or safety of workers or the public, and we do not warrant that conditions of the Named Insured's premises or other working environment under the Named Insured's control are safe or healthy, or comply with any or all federal, state, county, or local laws, regulations, codes, or standards. This limitation of our service applies not only to us, but also to any rating, advisory rating service, or similar organization or individuals that may provide insurance inspections, surveys, reports, or recommendations at the request of the Insurer.

N. Non-Assignable

No interest, coverage, or rights under this Policy may be assigned or transferred to any other person or entity without the prior written consent of the Insurer. This Policy is issued to the Named Insured as owned and managed at the time of the Application and does not transfer upon a change in ownership or management without prior written approval of the Insurer.

O. Changes

This Policy, including any Endorsements, contains all of the agreements between the Named Insured, Certificate Holder(s), and the Insurer concerning the insurance provided by this Policy. Coverage terms can be amended or waived only by an Endorsement issued by the Insurer.

Endorsements adding additional Insureds, coverage, or otherwise materially changing the Policy will require additional premium to be collected before the Endorsement will become effective. Any additional premium associated with an Endorsement will be calculated by the Insurer based upon its then current rates; although, no specific rate is guaranteed.

No changes or modifications to this Policy, as they relate to a Certificate Holder, can be made within 24 hours of the Certificate Holder's Move Date.

P. False or Fraudulent Claim

If an Insured makes any Claim under this Policy knowing such Claim to be false or fraudulent, as regards to amount or otherwise, this Policy shall become null and void and all coverage hereunder shall be forfeited.

Q. Reimbursement

In the event we pay a Claim and it is at any time determined there is no coverage under the Policy, we expressly reserve the right to seek reimbursement of any payments made to the Certificate Holder or on their behalf.

R. Agency

It is understood and agreed that any person acting on behalf of the Certificate Holder in relation to this Policy is an agent of the Certificate Holder and such person is aware of this Policy and its terms and conditions.

S. Terms and Conditions

The terms and conditions of this Policy must be reviewed and accepted by the Certificate Holder.

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SECTION V — DEFINITIONS

A. “Accident(al)” means an incident, event, or circumstance which is unexpected and unintended from the standpoint of any Insured.

B. “Address of Destination” means the specific physical address to which a Certificate Holder’s personal property is to be delivered.

C. “Address of Origin” means the specific physical address from which a Certificate Holder’s personal property is to be picked up. The Address of Origin may not include a warehouse or storage facility.

D. “Application” means the application submitted by or on behalf of the Named Insured to obtained coverage, and any information provided therewith.

E. “Authorized Moving Company” means a moving company authorized and approved by the Named Insured.

F. “Authorized Moving Company’s Inventory List” means the itemized inventory of a Certificate Holder’s personal property that is verified by an Authorized Moving Company on the Move Date and upon delivery.

G. “Auto” means a land motorized vehicle, trailer, or semi-trailer designed for travel on public roads, including any attached machinery or equipment.

H. “Bill of Lading“ means the contract and receipt between the Certificate Holder and the Authorized Moving Company outlining the transportation of your household goods.

I. “Certificate Holder” means the person or entity expressly designated as such on a Certificate of Insurance issued by the Insurer or InsurMedix.

J. “Certificate of Insurance” means a statement of insurance coverage issued by the Insurer or InsurMedix.

K. “Claim(s)” means any demand for payment presented under this Policy for Damage or Loss.

L. “Damage or Loss” means accidental direct physical loss of or damage to personal property.

M. “Declarations” means the summary of coverage provided in conjunction with this Policy setting forth essential terms that are expressly deemed a part of this Policy.

N. “Deductible” means the amount of Damage or Loss to personal property that must be exceeded before the Insurer owes any obligations under this Policy.

O. “Endorsement(s)” means any additional coverage or limitation of coverage contained in an attachment or addendum to this Policy. Endorsements are an indispensable and indivisible part of this Policy.

P. “Hazardous Materials” means any nuclear, radioactive, toxic, or explosive material, substance, or waste, and any by-products thereof, and the explosive, toxic, and dangerous properties of such material, substance, or waste and any by-products thereof.

Q. “Insurer” means the companies that underwrite this Policy and which are expressly designated on the Declarations.

R. “Inventory Sheet(s)“ means the detailed list of your household goods showing the inventory number, item description, and condition of each item at pickup and the delivery.

S. “Limit of Insurance” means the maximum amount the Insurer will be obligated to pay for covered Damage or Loss, the amount of which is set forth in the Declarations.

T. “Move Date” means the date upon which a Certificate Holder’s personal property is to be picked up by an Authorized Moving Company at the Address of Origin.

U. “Packed by Owner“ means any item(s) packed by the Certificate Holder or any person(s) on the Certificate Holder’s behalf including but not limited to third party seller in original packing or repackaged by third party seller.

V. “Policy” means the Policy issued by the Insurer to the Named Insured, including all Endorsements thereto.

W. “Policy Period” means the period of time designated by the effective date and expiration date as set forth in the Declarations.

X. “Pollutant(s)” means any solid, liquid, gaseous, thermal, electrical, or sound irritant or contaminant, in any form, including but not limited to lead, asbestos, formaldehyde, radon, any controlled chemical substance, any substance recognized to be harmful or toxic to persons, property or the environment, or any substance listed as a hazardous substance by any governmental agency. “Pollutant(s)” also includes smoke, vapor, soot, fumes, acids, alkalis, chemicals, garbage, refuse, and waste. Waste includes materials to be recycled, reconditioned, or reclaimed, as well as disposed of.

Y. “Proof of Value“ means document(s) required to verify the original value or current market value of the household item. Documentation may be sales receipt, appraisal, retail listing, resale listing, bank statement, or manufacturer listing.

Z. “Shortage“ means loss of items originally tendered to the movers for shipment and not received at delivery.

AA. “Total Loss” means the cost to repair an item is greater than the declared value or market value of the item.

BB. “Valued Inventory” means the itemized inventory of a Certificate Holder’s personal property that is submitted to InsurMedix prior to the Certificate Holder’s Move Date, and which includes a declared value for each listed item.

SECTION VI — SEVERABILITY

The provisions of this Policy are severable. If any portion, provision, or part of this Policy is held, determined, or adjudicated to be invalid, unenforceable, or void for any reason whatsoever, each such portion, provision, or part shall be severed from the remaining portions, provisions or parts of this Policy and shall not affect the validity or enforceability of any remaining portions, provisions, or parts.

SECTION VII — MUTUAL AFFIRMATION

Pursuant to the signature, facsimile or otherwise, appearing on the Application, quote, Policy, or any other document provided to the Insurer to obtain insurance coverage, the parties affirm that all documents serve to embody and articulate the entire agreement between the parties hereto, and that the parties unqualifiedly accept and agree to abide by the terms and conditions of this Policy.

SECTION VIII — REIMBURSEMENT

In the event we provide coverage for a Claim and it is at any time determined that the Claim, or any part thereof, is not covered under the Policy, we expressly reserve the right to seek reimbursement of any payment associated with such Claim.

SECTION IX — U.S. TREASURY DEPARTMENT’S OFFICE OF FOREIGN ASSETS CONTROL NOTICE TO CERTIFICATE HOLDERS

No Company shall be deemed to provide cover and no Company shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that Company to any sanction, prohibition or restriction under the United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

SECTION X — JURISDICTION AND VENUE

Any and all suits, actions and proceedings relating to this Policy must be filed in Salt Lake County, Utah, United States.