

Form #ITE (Rev. March 29, 2005)
Inland Transit Endorsement

1. In consideration of premium at rates agreed, this policy is extended to cover, subject to the following terms and conditions, property exclusively for transit by land within the Provinces and Territories of Canada and the 48 contiguous states of the United States of America, excluding Mexico.

2. Property Insured:

This policy insures lawful goods and/or merchandise of a like nature of that described in Clause 4 of the policy, owned by the Assured or by others for which the Assured is liable, or is under obligation to insure.

3. Property Excluded:

This policy does not insure:

- a. Accounts, bills, deeds, evidences of debt, notes, securities, currency, money, coins or stamps;
- b. Jewelry, precious stones, fine arts, bullion, specie or other precious metals;
- c. Property shipped by mail or parcel post.

4. Valuation:

- a. Property shipped to the Assured shall be valued at the actual invoice cost to the Assured, plus accrued expenses, if any, plus 10%.
- b. In the absence of an invoice, property shall be valued at the actual cash market value at the destination on the date of loss, less any charges saved which would have become payable upon delivery at destination.
- c. Property, which has been sold by the Assured, is valued at the Assured's selling price, including prepaid or advanced freight.

5. Limited of Liability:

This company shall not be liable for more than **LIMIT SHOWN ON THE DECLARATION PAGE** per any one truck/trailer or rail car in any one place at any one time.

6. Perils Insured:

This policy insures against all risks of physical loss or damage from any external cause (except as excluded below) unless superseding conditions appear hereafter.

7. Perils Excluded:

This policy does not insure against:

- a. Loss or damage due to delay, loss of market, loss of use, interruption of business or consequential loss or any nature;
- b. Loss or damage resulting from misappropriation, secretion, conversion, infidelity or any dishonest act done by or at the instigation of the Assured or other party of interest, or their employees or agents;
- c. Loss or damage caused by or resulting from:
 - i. 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; or
 - c. by any agent of any such government, power authority or forces;
 - ii. any weapons of war employing atomic fission or radioactive force whether in time of peace or war;
 - iii. insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence, seizure or destruction under quarantine or Customs regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade;
- d. Loss or damage by nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, or due to any act or condition incident to any of the foregoing, whether such loss be direct or indirect, proximate or remote, or be in whole or part caused by, contributed to, or aggravated by any of the perils insured against by this policy; however, subject to the foregoing and all provisions of this policy, if this policy insures against the peril of fire, then direct loss by fire resulting from nuclear reaction, or nuclear radiation or radioactive contamination is insured against by this policy.

8. Attachment and Termination:

This insurance attaches from the time the property commences transit at the initial point of shipment and continues while the property is in ordinary course of transit until delivered at destination.

9. F.O.B. Shipments:

As respects shipments sold by the Assured F.O.B. at points of shipment, it is agreed that if by reason of loss or damage from a peril insured against, the Assured cannot collect from the consignee or other party because of refusal or inability to pay, this Company shall advance to the Assured as a loan the amount of loss as provided herein, such loss to be repayable upon remittance of the purchase price by the buyer or to the extent of any recovery received by the Assured from insurance provided by the buyer or otherwise.

This insurance to be for the sole account of the Assured and in no event is it to inure the benefit of buyers, consignees or any other party.

The Assured shall preserve all of their rights against the buyer or other parties, and, upon receipt of payment from this Company, shall subrogate to this Company all such rights and shall give all assistance, other than pecuniary, in enforcing them.

10. Rate: AS SHOWN ON THE DECLARATION PAGE

All other terms and conditions remain unchanged.