

acceleRate

On-Demand Cargo Insurance

powered by Reliance Partners

Coverage Terms and Conditions

You acknowledge that the insurance coverage is provided by Centerline Property and Casualty Insurance Company is written on a non-admitted basis.

Insurance Coverage

The **Insurer** will pay the **Insured** for **Property Damage** or physical loss of the **Insured Goods** after departing from their shipping point while in transit to their final destination as detailed in the bill of lading, tariff, shipping receipt, or contract of carriage, except as excluded herein and subject to the **Deductible**. **Insurer's** liability for **Property Damage** or physical loss is the lesser of the **Insured Goods'** repair cost, depreciated value, or replacement cost and never more than the **Declared Value** of the **Insured Goods** or the **Per Claim Limit**.

1. **Insured Goods** does not include:
 - a. Motorized vehicles including automobiles, motorcycles, and boats.
 - b. Firearms, firearm parts, weaponry, ammunition, and fireworks including, but not limited to, replica or inert explosives or weapons that bear an appearance to actual explosives, or weapon.
 - c. Furs, including, but not limited to, fur clothing, fur-trimmed clothing, and fur pelts.
 - d. Any product made or derived from tobacco that is intended for human consumption, including any component, part, or accessory of a tobacco product, including, but not limited to, e-cigarettes, e-hookah, e-cigars, vape pens, advanced refillable personal vaporizers, and electronic pipes.
 - e. The following electronic equipment: cellular telephones and other cellular devices; computer and/or electronic components assembled on racks; desktop, laptop and tablet computers and similar devices; computer memory modules and cards; gaming consoles, gaming systems, and handheld electronic gaming devices.
 - f. Pharmaceutical drugs, including, but not limited to, those used to diagnose, cure, treat, or prevent disease.
 - g. Live animals of all varieties.
 - h. Flowers, trees, plants, and shrubs of all varieties.
 - i. Biological materials, including, but not limited to, a virus, therapeutic serum, toxin, antitoxin, vaccine, blood, blood component or derivative, allergenic product, or analogous product, or arsphenamine or derivative of arsphenamine (or any other trivalent arsenic compound) applicable to the prevention, treatment, or cure of a disease or condition of human beings or animals.
 - j. Artwork, including, but not limited to, items such as paintings, drawings, vases, tapestries, limited-edition prints, fine art, statuary, sculpture, and collector's items.
 - k. Film, photographic images, photographic negatives, photographic chromes, and photographic slides.
 - l. Antiques, or any item that exhibits the style or fashion of a past era and whose history, age, or rarity contributes to its value. These items include, but are not limited to, furniture, tableware, and glassware.

- m. Guitars and other musical instruments that are more than 20 years old, customized musical instruments, and personalized musical instruments.
- n. Scale models, including, but not limited to, architectural models, dollhouses, and prototypes.
- o. Fragile items including, but not limited to, glassware, signs, mirrors, ceramics, porcelains, china, crystal, glass, framed glass, and any other item with similarly fragile qualities.
- p. Jewelry, including, but not limited to, costume jewelry, watches and their parts, mount gems or stones (precious or semiprecious), industrial diamonds, and jewelry made of precious metal.
- q. Precious metals, including, but not limited to, gold and silver bullion or dust, precipitates or platinum, except as an integral part of electronic machinery.
- r. Stocks, bonds, cash letters or cash equivalents, including, but not limited to, food stamps, postage stamps, traveler's checks, lottery tickets, money orders, bond coupons, and bearer bonds.
- s. Phone cards, tickets, gift certificates, gift cards, coupons, or other similar printed matter except for the cost of replacing the items, but in no event the value attached to the card, certificate, coupon, or similar printed matter.
- t. Collector's items such as coins, stamps, sports cards, souvenirs, and memorabilia.
- u. Any commodity or item that by its inherent nature is particularly susceptible to damage or the market value of which is particularly variable or difficult to ascertain.
- v. Vehicles(s), trailer(s), and container(s) carrying **Insured Goods**.
- w. Unrefrigerated produce and fruit; notwithstanding the preceding, soft fruit are excluded in their entirety.
- x. Contraband.
- y. Illegal drugs as determined by federal law.

2. This insurance does not apply to:

- a. Any special, incidental, or consequential damages arising from any claim, including, but not limited to, loss of market share loss of revenues or profits, loss of use, claims of customers, interest charges, or increased costs of any nature whatsoever.
- b. Loss, damage, or expense caused by the insufficiency or unsuitability of packing or preparing **Insured Goods** to withstand the ordinary incidents of transit where such packing or preparation is carried out by the **Insured** or the **Insured's** employees.
- c. Loss, damage, or expense caused by the irretrievability of data stored on media of any type, or for loss of information, including without limitation personal, health, or financial information.
- d. Ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the **Insured Goods**.
- e. Claims attributable to the wilful misconduct of the **Insured**.
- f. Rust, oxidation, or discoloration of unpacked or unprotected cargo.
- g. Loss, damage, or expense caused by inherent vice or nature of the **Insured Goods**.
- h. Loss or damage associated with co-brokered or double-brokered shipments. This exclusion does not apply to co-brokered shipments that have a valid co-broker agreement in place and are in compliance with FMCSA Guidelines.

- i. Loss or damage caused by war, civil war, revolution, rebellion, insurrection, or civil strife, or any hostile act by or against a belligerent power, acts of public authorities acting with actual or apparent authority, acts or omissions of customs or similar authorities.
- j. In no case shall this insurance cover loss, damage, or expense arising from the use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

Policy Definitions

1. **Declared Value** means the value of a shipment as declared by the **Insured** and provided in writing to the **Named Insured** at the time of shipping to serve as the basis for computing insurance premiums.
2. **Deductible** means \$250.00 per claim.
3. **Insured** means the clients of the **Named Insured** who purchased insurance coverage when arranging the transportation of goods through the **Named Insured** as well as the **Named Insured** itself should the **Named Insured** become legal obligated to pay a claim, but only if the client of the **Named Insured** elected coverage when arranging transportation of their **Insured Goods** prior to the actual transportation of the **Insured Goods**.
4. **Insured Goods** means lawful goods and merchandise being transported under a bill of lading, tariff, shipping receipt, or contract of carriage.
5. **Insurer** means Centerline Property and Casualty Insurance Company.
6. **Named Insured** is YourLTL.
7. **Property Damage** means physical injury to the **Insured Goods**.
8. **Per Claim Limit** means the lesser of \$50,000.00 or the declared value of the **Insured Goods**.

Coverage Extensions

Subject to the terms and provisions contained in the policy, **Insurer** agrees to the following coverage extensions:

1. Returned Shipments – Should the **Insured** or the **Insured's** consignee be unable to accept delivery of **Insured Goods**, **Insurer** agrees to extend coverage for such **Insured Goods** while in transit back to their origin or an alternate destination agreed to by the **Insured**, provided the **Insured** reports all such shipments as soon as possible and pays the required premium.
2. Refused Shipments – Should the **Insured** or the **Insured's** consignee refuse accept delivery of **Insured Goods**, **Insurer** agrees to extend coverage for such **Insured Goods** while in transit back to their origin or an alternate destination agreed to by the **Insured**, provided the **Insured** reports all such shipments as soon as possible and pays the required premium.
3. Destination Change – Should the **Insured** or the **Insured's** consignee change the destination of **Insured Goods**, **Insurer** agrees to extend coverage for such **Insured Goods** while in transit to their new destination, provided the **Insured** reports all such shipments as soon as possible and pays the required premium.

GENERAL PROVISIONS

Coverage Territory

The United States of America, including its territories and possessions.

Claims

The **Insurer** shall not be obligated to pay any claim after the applicable limit of liability has been exhausted by payment of claims. **Insurer's** liability for **Property Damage** or physical loss is the lesser of the **Insured Goods'** repair cost, depreciated value, or replacement cost and never more than the **Declared Value** of the **Insured Goods**.

1. The **Insured** shall give notice in writing upon receiving notice of or becoming aware of an actual or potential claim.
2. Such written notice shall be given as soon as practicable but in any event not later than ten (10) days after the date the **Insured** first received notice or became aware of the possibility of a claim.
3. Except in the case of concealed damage, receipt of the shipment by the recipient without written notice of damage is prima facie evidence that the shipment was delivered in good condition.
4. **Insurer** reserves the right to require verification by the filing of a police report and providing a copy of the filed report to **Insurer** in support of the claim.
5. In the event of loss of or damage to a pair or set of articles, **Insurer's** liability is limited to the value of that part of the pair or set which is lost or damaged, and **Insurer** shall not be liable for the value of the whole pair or set. In the event of loss of or damage to any part of property which, when complete for sale or use, consists of several parts, **Insurer** shall be liable only for the value of the part lost or damaged, not to exceed the **Declared Value** of the part lost or damaged. In no event shall **Insurer** be liable for the value of the complete item.
6. When **Insurer** pays the depreciated value or replacement cost of **Insured Goods** all rights, title to, and interest in the property shall thereupon pass to **Insurer**.
7. Before asserting a claim due to a loss to which this insurance applies, it is a condition precedent to any obligation of **Insurer** that the **Insured** has fully complied with all terms and conditions of this policy.
8. The **Insured** shall fully cooperate in the investigation of all claims asserted by such person or persons as **Insurer** may appoint and shall provide records and documents, as may be reasonably requested, including submitting to examinations under oath by such persons as we designate as often as reasonably requested and producing for inspection at such reasonable place all documents in your possession or control which relate to the matters in question and shall permit extracts or copies thereof to be made.
9. The **Insurer** shall be permitted, but not obligated, to inspect all of the **Insured's** property, operations, or records and make copies of same as often as may be reasonably requested at any time whether before or after a loss or claim.
10. The interest hereunder is not assignable by the **Insured**.

Choice of Law

Any disputes involving this coverage shall be resolved under the laws of the State of Tennessee, excluding that

Tennessee's choice-of-law principles.

Subrogation

In the event of payment under this policy, the **Insurer** shall be immediately subrogated to all rights and remedies as the **Insured** may have against any third party with respect to such payment. The **Insured** shall execute and deliver such instruments and papers as may be necessary to secure such rights and agrees to perform all such things as may be necessary, including providing testimony and court appearances. If at any point the **Insured**, or the **Insured's** employees, officers, or directors, impairs or diminishes the rights to which the **Insurer** would be subrogated upon payment, the **Insurer** may deduct from such payment a sum equal to the estimated recovery lost by reason of the **Insured's** action or inaction. Any recoveries shall be applied first to subrogation expenses, second to damages, third to claims expenses, and lastly to the **Deductible**.

Other Insurance

This insurance shall be primary to any other valid and collectible insurance available to the **Insured**, including any retention or deductible portion thereof, unless such other insurance is written only as specific excess insurance over the Limit of Liability of this policy.