



# STATE FISCAL ACCOUNTABILITY AUTHORITY

INSURANCE RESERVE FUND  
POST OFFICE BOX 11066  
COLUMBIA, SOUTH CAROLINA 29211

Phone: (803) 737-0020

## MUSEUM FLOATER COVERAGE 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 Insurance Reserve Fund.

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

### A. COVERAGE

We will pay for "loss" to Covered Property from any of the Covered Causes of Loss.

1. COVERED PROPERTY, as used in this Coverage Form, means:

Museum Collection and Temporary Loans

- a. This section covers paintings, etchings, drawings (including their frames, glasses and shadow boxes), rare books, manuscripts, rugs, tapestries, statuary and other bonafide works of art, of rarity, historic value or artistic merit, all constituted as follows:

- (1) Property of the Insured;
- (2) Property of others on extended loan to the Insured for a period of six months or more;
- (3) Property of others offered as gifts to the Insured or for sale to the Insured and while awaiting formal acceptance by the Trustees;
- (4) The Insured's interest in residuary gifts and jointly owned property, but to the extent of the Insured's interest therein at time of loss or damage;

all of the above being part of, and known as their Permanent Collection, while on exhibition or otherwise and while in transit within and between the states of the United States, the District of Columbia and the Provinces of Canada.

- (5) Property of the insured or property of others loaned to the Insured and which the Insured has been instructed to insure, coverage of said property on a "wall to wall" basis from the time said property is removed from its normal repository, incidental to shipment, until returned thereto or other point designated by the owner or their agent prior to return shipment, including while in transit and while on exhibition or otherwise within and between the states of the United States, the District of Columbia and the Provinces of Canada.

All of which is part and known as the Insured's Temporary Loan Collection.

2. PROPERTY NOT COVERED

Covered property does not include:

- a. Contraband, or property in the course of illegal transportation or trade.

3. COVERED CAUSES OF LOSS

Covered Causes of Loss means RISKS OF DIRECT PHYSICAL "LOSS" to Covered Property except those causes of "loss" listed in the Exclusions.

### B. EXCLUSIONS

- 1 We will not pay for a "loss" caused directly or indirectly by any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

- a. GOVERNMENTAL ACTION

- (1) Seizure or destruction of property by order of governmental authority.

But we will pay for acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread if the fire would be covered under this Coverage Form.

- b. NUCLEAR HAZARD

- (1) Any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination from any other cause.

But we will pay for direct "loss" caused by resulting fire if the fire would be covered under this Coverage Form.

- c. WAR AND MILITARY ACTION

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

2. We will not pay for a "loss" caused by or resulting from any of the following:

- a. Delay, or loss of market;

- b. Dishonest acts by you, anyone else with an interest in the property, your or their employees entrusted with the property, whether or not authorized representatives or anyone acting alone or in collusion with other persons or occurring during the hours of employment;
- c. Repairing, restoration or retouching process;
- d. Wear and tear, any quality in the property that causes it to damage or destroy itself, hidden or latent defect, gradual deterioration, depreciation, insects, vermin, rodents;
- e. Shipments by mail unless by registered first class mail or parcel post provided, however, such shipments by parcel post shall not exceed the sum of \$1,000 in value;
- f. Against loss or damage to property shipped under "on deck" Bills of Lading.

- (2) Property acquired or to be acquired by the Insured as a gift or under wills or similar bequests shall be valued at current market value, at time loss or damage occurs. In no event, however, shall this policy cover such property beyond the Insured's interest therein and in event of loss of such property, such interest of the Insured at time of loss shall be that as stipulated in the will, bequest contract or other document executed between the Insured and the donor of said property.
- (3) Property of others loaned to the Insured, and which the Insured has been instructed to insure or for which the Insured may be liable, shall be valued at amounts agreed upon by the Insured and owners, or otherwise this Fund shall not be liable beyond the current market value of the property at the time any loss or damage occurs and in no event for an amount in excess of that specified in this policy. Ascertainment or estimate of loss shall be made by the Insured and this Fund, or if they differ then the amount of loss will be determined as provided by the Appraisal Clause of this policy.

### C. LIMITS OF INSURANCE

The most we will pay for "loss" in any one occurrence is the applicable Limit of Insurance shown in the Declarations.

### D. DEDUCTIBLE

We will not pay for "loss" in any one occurrence until the amount of the adjusted "loss" before applying the applicable Limits of Insurance exceeds the Deductible shown in the Declarations. We will then pay the amount shown on the adjusted "loss" in excess of the Deductible, up to the applicable Limit of Insurance.

### E. ADDITIONAL CONDITIONS

The following conditions apply on addition to the Commercial Inland Marine Conditions and the Common Policy Conditions:

#### 1. COVERAGE TERRITORY

We cover property wherever located within:

- a. The United States of America; and
- b. Canada

It is understood and agreed that this policy does not cover the insured property on the premises of fair grounds or any national or international exposition unless such premises are specifically described by endorsement hereto.

#### 2. VALUATION

General Condition E. Valuation in the Commercial Inland Marine Conditions is replaced by the following:

It is understood and agreed that in event of loss or damage hereunder all property coming under the protection of this insurance shall be valued at and insured hereunder as follows:

- (1) On property of the Insured, this Fund shall not be liable beyond the current market value of the property at the time any loss or damage occurs. The loss or damage shall be ascertained or estimated according to such current market.

#### 3. PAIR, SETS OR PARTS

Loss Conditions G. Pair, Sets or Parts in the Commercial Inland Marine Conditions is replaced by the following:

- a. Pair or set. In case of "loss" to any part of a pair or set we will pay you the full amount of the set as shown in the schedule and you agree to surrender the remaining article or articles of the pair or set to us.
- b. Parts. In case of "loss" to any part of Covered Property consisting of several parts when complete, we will only pay for the value of the lost or damaged part.

#### 4. PACKAGING

It is a condition of this insurance that the Insured will, to the best of their ability, provide for the insured property being packed and unpacked by competent packers.

#### 5. PROTECTIVE SAFEGUARDS

You must maintain the protective safeguards stated by you to be in effect at a location when this coverage began.

If you fail to keep the protective safeguards:

- a. In working condition at a location; and
- b. In operation when you are closed to business;

coverage for which the protective safeguards apply is automatically suspended at that location. This suspension will last until equipment or services are back in operation.

#### 6. LOSS BUY BACK

The Insured shall have the right to repurchase from the Fund property of the Insured that is recovered for the amount paid to the Insured for the loss, plus an amount which represents loss adjustment and recovery expenses.

Damaged property of the Insured, for which a total loss has been paid, may be repurchased by the Insured at the then fair market value of the damaged property.

The Fund agrees to notify the Insured of its right to repurchase damaged or recovered property and the Insured shall have sixty days from the date of notice to exercise the repurchase right. The Insured, in exercising this right, shall furnish the Fund with copies of the proof of loss, police report and claim draft involving such property.

7. SUE AND LABOR

In case of loss or damage, it shall be lawful and necessary for the Insured, his or their factors, servants and assigns, to sue, labor and travel for, in and about the defense, safeguard and recovery of the property insured hereunder, or any part thereof without prejudice to this insurance; nor shall the acts of the Insured or this Fund in recovering, saving and preserving the property insured in case of loss or damage, be considered a waiver or an acceptance of an abandonment to the charge whereof this Fund will contribute according to the rate and quantity of the sum herein insured.

F. DEFINITIONS

"Loss" means accidental loss or damage.

INSURANCE RESERVE FUND

By



---

Director