

Installation Floater

WORDS AND PHRASES IN QUOTATION MARKS HAVE SPECIAL MEANING AS DEFINED IN SECTION 17.

1. INDEMNITY AGREEMENT

In the event that any of the insured property be lost, destroyed or damaged by an insured peril, the Insurer will indemnify the Insured to an amount not exceeding whichever is the least of:

- (a) the actual cash value of the property at the time of loss or damage;
 - (b) the interest of the Insured in the property;
 - (c) the amount of insurance specified in the "Declaration Page(s)" in respect of the property lost or damaged.
- Provided, however, that where the insurance applies to the property of more than one person or interest, the Insurer's total liability for loss sustained by all such persons and interests shall be limited in the aggregate to the amount or amounts of insurance specified in the "Declaration Page(s)".

2. INSURED PROPERTY

This Form, except as provided in this Form, insures the following property at the "project site" for the amount of insurance specified on the "Declaration Page(s)" for the "Project Site":

- (a) property in course of construction, installation, reconstruction or repair other than property described in (b):
 - (i) owned by the Insured;
 - (ii) owned by others, provided the value of such property is included in the amount of insurance;all to enter into and form part of the completed project including expendable materials and supplies, not otherwise excluded, necessary to complete the project stated on the "Declaration Page(s)";
- (b) landscaping, growing trees, plants, shrubs or flowers all to enter into and form part of the project provided that the value of such property is included in the amount of insurance;
- (c) temporary buildings, scaffolding, falsework, forms, hoardings, excavation, site preparation and similar work, provided that the value of such property is included in the amount of insurance and then only to the extent that replacement or restoration is necessary to complete the project.

3. DEDUCTIBLE

The Insurer is liable for the amount by which the loss or damage caused by any of the insured perils exceeds the amount of the deductible specified on the "Declaration Page(s)" in any one occurrence.

4. INSURED PERILS

This Form, except as provided in this Form, insures against all risks of direct physical loss of or damage to the insured property.

5. EXCLUDED PROPERTY

This Form does not insure loss of or damage to:

- (a) contractor's tools and equipment, including spare parts and accessories whether owned, loaned, hired or leased other than property specified in Clause 2.(c).
- (b) property illegally acquired, kept, stored or transported; property seized or confiscated for breach of any law or by order of any public authority

6A. EXCLUDED PERILS

This Form does not insure:

- (a) the cost of making good:
 - (i) faulty or improper material;
 - (ii) faulty or improper workmanship;
 - (iii) faulty or improper design;
 provided, however, to the extent otherwise insured and not otherwise excluded under this Form, resultant damage to the property is insured;
- (b) wear and tear, gradual deterioration, latent defect or inherent vice, provided, however, to the extent otherwise insured and not otherwise excluded under this Form, resultant damage to the property is insured;
- (c) mysterious disappearance or shortage of insured property disclosed when taking inventory.

6B. EXCLUDED PERILS

This Form does not insure against loss or damage caused directly or indirectly:

- (a) by cessation of work or by interruption of construction, unless directly caused by a peril otherwise insured and not otherwise excluded under this Form;
- (b) by mechanical or electrical breakdown or derangement provided, however to the extent otherwise insured and not otherwise excluded under this Form, resultant damage to the property shall be insured;
- (c) by rust or corrosion, frost or freezing, pollution or contamination unless caused directly by a peril not otherwise excluded in this Form;
- (d) by delay, loss of market or loss of use or occupancy;
- (e) by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military power;
- (f) by any nuclear incident as defined in the Nuclear Liability Act or any other nuclear liability act, law or statute, or any law amendatory thereof, nuclear explosion or contamination by radioactive material;
- (g) by any dishonest or criminal act on the part of the Insured or by any other party of interest, employees or agents of the Insured, or any other person to whom the property may be entrusted (bailees for hire excepted), but this exclusion does not apply to physical damage, caused directly by employees of the Insured, which results from a peril otherwise insured and not otherwise excluded under this Form;

6C. POLLUTION EXCLUSION

This Form does not insure against:

- (a) loss or damage caused directly or indirectly by any actual or alleged spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants", nor the cost or expense of any resulting "clean up", but this exclusion does not apply:
 - (i) if the spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants" is the direct result of a peril not otherwise excluded under this Form;
 - (ii) to loss or damage caused directly by a peril not otherwise excluded under this Form;
- (b) cost or expense for any testing, monitoring, evaluating or assessing of an actual, alleged, potential or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants".

7. EXTENSIONS OF COVERAGE

The following extensions of coverage shall not increase the amounts of insurance applying under this Form and are subject to all the conditions of this Form:

(a) Removal

If any of the insured property is necessarily removed from the project site to prevent loss or damage or further loss or damage to the property, that part of the insurance under this Form that exceeds the amount of the Insurer's liability for any loss already incurred shall, for seven (7) days only, or for the seven (7)

days, insure the property removed and any property remaining at the "project site" in the proportions which the value of the property in each of the respective locations bears to the value of the property in them all.

(b) **Debris Removal**

The Insurer will indemnify the Insured for expenses incurred in the removal from the "project site" of debris of the property insured, occasioned by loss or damage to such property for which loss or damage insurance is afforded under this Form.

The Insurer will indemnify the Insured for expenses incurred in the removal of debris or other property which is not insured by this Form but which has been blown upon the "project site".

(c) **Offsite Coverage**

This Form insures the property described in Clause 2:

- (i) in transit in Canada and the continental United States of America (excluding Alaska) for the amount of insurance specified on the "Declaration Page(s)" for "In Transit"; and
- (ii) at any location in Canada and continental United States of America (excluding Alaska) other than in transit or while being manufactured or undergoing any process, for the amount of insurance specified on the "Declaration Page(s)" for "Any Other Location".

8. LOSS ADJUSTMENT

At the option of the Insurer, any loss may be paid to the Insured or adjusted with and paid to the customer or the owner of the property.

9. BASIS OF SETTLEMENT

The Insurer shall not be liable for more than its proportion of the cost of repairing or replacing the property damaged or lost with material of like kind and quality after deducting from such cost the same percentage of depreciation, however caused, which the property had sustained prior to the loss. In no event shall the Insurer be liable for any increased cost of repairs or reconstruction by reason of any law, ordinance, regulation, permit or license regulating construction or repair

10. BREACH OF CONDITIONS

Where a loss occurs and there has been breach of condition relating to a matter before the happening of the loss, which breach would otherwise disentitle the Insured from recovery under this Form, the breach shall not disentitle the Insured from recovery if the Insured establishes that the loss was not caused or contributed to by the breach of condition or if the breach of condition occurred in any portion of the project over which the Insured has no control.

11. REINSTATEMENT

Loss under any item of this Form shall not reduce the applicable amount of insurance.

12. SUBROGATION

The Insurer, upon making any payment or assuming liability therefor under this Form, shall be subrogated to all rights of recovery of the Insured against others and may bring action to enforce such rights. Notwithstanding the foregoing, all rights of subrogation are waived against any corporation, firm, individual or other interest with respect to which insurance is provided by this Form.

Where the net amount recovered, after deducting the costs of recovery, is not sufficient to provide a complete indemnity for the loss or damage suffered, that amount shall be divided between the Insurer and the Insured in the proportion in which the loss or damage has been borne by them respectively.

Any release from liability entered into by the insured prior to loss shall not affect the right of the Insured to recover

13. REPORT AND PREMIUM ADJUSTMENT:

- (a) The premium charged, for coverage under this Form, is provisional. It is a condition of this insurance that the Insured will report to the Insurer, not later than 30 days after the cancellation or expiry date of the Policy, the total values at risk under this Form.
- (b) At the expiry date of the Policy, premium will be calculated on the total values at the applicable rate. If the premium so calculated exceeds the provisional premium, the Insured shall immediately pay the amount of the excess to the Insurer. If such premium is less than the provisional, the Insurer will refund to the Insured the amount of the difference, subject to any minimum retained premium specified, but in no event to exceed 50% of the provisional premium.
- (c) The Insured shall report the total values at risk of all insured property under this Form, at all locations during the term of the Policy, such value being calculated on the manufactured or cost price of the material or equipment installed plus all labour costs incurred and all other charges accrued against such material, equipment and work, including all transportation charges, and the Insured's profit.

14. ATTACHMENT:

Within the Period of Coverage the insured property is covered from the time of leaving the premises of the Insured, the owners or the manufacturers for shipment to the site of installation, while in transit by Railroad, Railway Express, Public Truckman or on vehicles operated by the Insured, while awaiting installation on site and during installation until accepted, or the interest of the Insured ceases, whichever first occurs.

15. TERRITORIAL LIMITS

This Form covers only within the territorial limits of Canada and the continental United States of America.

16. VERIFICATION OF VALUES

The Insurer or its duly appointed representative shall be permitted at all reasonable times during the term of this Policy or within a year after termination or expiration to inspect the insured property and to examine the Insured's books, records and such policies as relate to any property insured under this Form. The inspection or examination shall not waive nor in any manner affect any of the terms or conditions of this Form.

17. DEFINITIONS

Wherever used in this Form:

- (a) "Clean Up" means the removal, containment, treatment, decontamination, detoxification, stabilization, neutralization or remediation of "pollutants", including testing which is integral to any of these processes;
- (b) "Declaration Page(s)" means the Declaration Page(s) applicable to this Form;
- (c) "Fire protective equipment" includes tanks, water mains, hydrants, valves and any other equipment whether used solely for fire protection or jointly for fire protection and for other purposes but does not include:
 - (i) branch piping from a joint system where such branches are used entirely for purposes other than fire protection;
 - (ii) any water mains or appurtenances located outside of the "project site" and forming a part of the public water distribution system;
 - (iii) any pond or reservoir in which the water is impounded by a dam;
- (d) "Leakage from 'fire protective equipment'" means the leakage or discharge of water or other substance from within the equipment used for fire protection purposes for the project specified on the "Declaration Page(s)" or for adjoining premises and loss or damage caused by the fall or breakage or freezing of such equipment.

- (e) "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including odour, vapour, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed;
- (f) "Project site" means any work site at which the Insured has been contracted to do work usual to the operations of the Insured as described on the "Declaration Page(s)".