

Crane Operator Liability Endorsement

1. Indemnity Agreement

In the event that any of the property insured be lost, destroyed or damaged by a peril insured against, 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 on 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 interest shall be limited in the aggregate to the amount or amounts of insurance specified on the "Declaration Page(s)".

2. Property Insured

This Form insures the liability of the Insured on all kinds of lawful goods, any and all materials and supplies of any nature, except as hereinafter provided, the property of others which the Insured is under obligation to keep insured or for which the Insured is legally liable. Coverage applies while such property is being lifted, lowered or raised by equipment owned or operated by the Insured or his/her employees.

3. Perils Insured

This Form insures against all risks of direct physical loss of or damage to the property insured from any external cause except as hereinafter excluded.

4. Limit of Liability

This Insurer shall not be liable for more than the amount shown on the "Declaration Page(s)" in any one loss, accident or occurrence either in case of partial or total loss or salvage or other charges or expenses or all combined.

5. Deductible

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

6. Property Excluded

This Form does not insure:

- (a) Property illegally acquired, kept, stored or transported, or property seized or confiscated for breach of any law or by order of any public authority;
- (b) Automobiles, aircraft, watercraft, motorcycles or similar conveyances, money, notes, securities, accounts, bills, evidence of debt or valuable papers, plans, blueprints, designs or specifications;
- (c) Personal belongings or personal effects;
- (d) Property while located underground, in caissons or under water;
- (e) Property while waterborne from the commencement of loading until the completion of discharge except that this Form insures while on a ferry, railway car or transfer barge, all in connection with land transportation;
- (f) Property whilst airborne unless otherwise endorsed hereon;
- (g) Tools or equipment used by the Insured in the conduct of the Insured's business.

7. Perils Excluded

This Form does not insure:

- (a) Loss or damage caused by or resulting from the weight of any load including the load block, if any, and all rigging exceeding any or all of:
 - i) the maximum allowable load;
 - ii) the lifting capacity;
 - iii) the rated load;
 - iv) eighty-five percent (85%) of the minimum tipping load; any or all of which may be set out in the manufacturer's specifications, capacity tables, or rating sheets for the particular unit involved;

- (b) Loss, damage or expense caused by or resulting from misappropriation, secretion, conversion, infidelity or any dishonest act on the part of the Insured or other party of interest, the employees or agents of the Insured or any person or persons to whom the property may be entrusted (bailees for hire excepted) or any mysterious disappearance or loss or shortage disclosed upon taking inventory;
- (c) Loss or damage caused by wear and tear, latent defect or inherent vice, mechanical breakdown or derangement;
- (d) Loss or damage caused by rodents, insects or vermin, dampness or dryness of atmosphere, changes of temperature, contamination, freezing, heating, shrinkage, evaporation, loss of weight, leakage of contents, exposure to light, change in colour or texture or finish, rust or corrosion, or crushing;
- (e) Loss or damage caused by electrical currents other than lightning unless fire or explosion ensues and then only for such destruction or damage as results from such damage or explosion;
- (f) Loss or damage caused by or resulting from subsidence or breaking through ice, or by sinking in muskeg, swamp, sand or other soft ground;
- (g) Loss or damage caused by a criminal or wilful act or omission of the Insured;
- (h) Loss or damage caused by or resulting from delays, loss of market or loss of use;
- (i) Loss or damage (unless fire or explosion ensues and then only for the loss or damage caused by such ensuing fire or explosion) sustained while the property insured is actually being worked upon and directly resulting therefrom or caused by any repairing, adjusting or servicing of the property insured;
- (j) Loss or damage caused by explosion originating within steam boilers of the property insured;
- (k) Loss, destruction or damage caused directly or indirectly;
 - (i) By war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military power;
 - (ii) 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;
- (l) Loss or damage occasioned by neglect of the Insured to use all reasonable means to save and preserve the property at and after any disaster insured against or when the insured has notice of any impending disaster;
- (m) Breakage of glass or similar fragile materials, marring or scratching unless such loss or damage to the insured property is caused directly by fire or the combating thereof, lightning, windstorm, hail or explosion;
- (n) Pollution Exclusion - This Form does not insure against:
 - (i) 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:
 - a) 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;
 - b) to loss or damage caused directly by a peril not otherwise excluded under this Form;
 - (ii) 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".

8. Other Insurance

This Insurer is not liable

- (a) For more than the portion of any loss or damage covered by this Form which the applicable limit of this Form bears to the total amount of insurance covering against peril of fire irrespective of whether or not such other insurance gives insurance in respect to the perils covered by this Form whether by endorsement thereto or otherwise;
- (b) Where such other insurance does not insure against loss or damage by fire for more than the excess (if any) of any loss or damage over the applicable limit of any other insurance which would attach if this insurance had not been effected.

9. Territorial Limits

This Form insures only within the territorial limits of Canada.

10. Reinstatement

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

11. Breach of Conditions

Where a loss occurs and there has been a breach of conditions 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 premises over which the insured has no control.

12. Agreement Warranty

It is warranted that the insured does not hold any agreement and will not enter into any agreement relieving any corporation, concern or individual from any liability imposed by law or custom.

13. Property of Others

In case of loss or damage to property of others, for which claim is made upon the Insurer, the right to adjust such loss or damage with the owner or owners of the property is reserved to the Insurer and the receipt of such owner or owners is satisfaction thereof shall be in full satisfaction of any claim of the insured for which such payment has been made. If legal proceedings be taken to enforce a claim against the insured as respects any such loss or damage, the Insurer reserves the right at its option without expense to the insured, to conduct and control the defence on behalf of and in the name of the insured. No action of the Insurer in such regard shall increase the liability of the Insurer under this Form, nor increase the amount of insurance provided herein.

14. Settlement of Claim

The Insured shall not voluntarily assume any liability or settle any claim except at his/her cost.

15. Definition

- (a) "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.
- (b) "clean up" means the removal, containment, treatment, decontamination, detoxification, stabilisation, neutralisation or remediation of "pollutants" including testing which is integral to the aforementioned process.
- (c) "Declaration Page(s)" means the Declaration Page(s) applicable to this Form.