

Intact Insurance Company

Rental Reimbursement and Expense Endorsement

This endorsement modifies insurance provided under Contractors Equipment Broad Form # IM013.

It is understood and agreed that this policy is extended to cover the following expenses subject to a limit of liability as shown on the "Declaration Page(s)" for any one day, but not to exceed the amount shown on the "Declaration Page(s)" for any one occurrence and subject to all of the stipulations, limitations, conditions and exclusions in the policy of which this endorsement forms a part.

- 1. This policy covers the actual expense necessarily incurred by the Insured for the rental of substitute equivalent equipment in order to continue as nearly as practicable the normal conduct of the Insured's business following loss or damage which renders property insured under this policy wholly or partially inoperative due to direct physical loss or damage by a peril insured by this policy.
- 2. The Insurer shall be liable for the actual loss sustained by reason of such rental expense as it may be necessary for the Insured to incur commencing seventy-two (72) hours after the loss of or damage to the insured equipment and shall continue for such length of time as shall be required with the exercise of due diligence and dispatch to repair or replace such lost or damaged equipment.
- 3. The Insured will also pay additional expenses necessarily incurred by the Insured for the purpose of reducing any loss as set out in 1 and 2 above including, but not limited to, reasonable extra cost of temporary repair and of expediting the repair of damaged property, overtime, and extra cost of express or other rapid means of transportation. Such expenses shall not, however, exceed the amount by which the loss under 1 and 2 above is thereby reduced.
- 4. The Insurer shall be liable only for the actual expense sustained for the period of time during which the Insured is prevented from using the property lost of damaged on work in progress at the time of the occurrence of such loss or damage, or on any future work for which the Insured holds, at the time of said occurrence, a valid written contract which requires the use of such property. The Insurer shall not be liable hereunder for any portion of the period of suspension of use of the property lost or damaged during which the use of said property was not required by the Insured.
- 5. The Insurer shall not be liable under this section of the policy for:
 - a) loss of profits or earnings resulting from diminution of business howsoever caused;
 - b) loss due to fines or damages for breach of contract, or late or non-completion of orders, or for any penalties of whatever nature:
 - c) loss due to suspension, lapse or cancellation of any lease or license, contract or order, or the cost of compiling books or record or other documents.
- 6. The Insured shall, as soon as practicable after any loss or damage insured by this policy, resume complete or partial operation of such property and make use of other property, if obtainable, if by so doing the amount of loss under this section can be reduced.
- 7. The amount of loss under this section shall not be limited by the expiration date of this policy.
- 8. There shall be no liability hereunder if there be surplus or reserve machines owned, controlled or used by the Insured that can be used for continuing or resuming the Insured's operations.

All other terms, and conditions remain unchanged.