

## Riggers Liability Coverage Form

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1. This policy covers legal liability of the Insured for accidental loss or damage to the property of others in the custody of the Insured and occurring while the property is being lifted, lowered or moved by the Insured by the use of the equipment owned by or rented to the Insured. Coverage attaches from the time the lifting, lowering or moving begins and continues only until the property is set down in place at its designated point of destination or until the hook or sling is detached from the property, whichever first occurs.
2. This policy does not cover the legal liability of the Insured for any loss, damage or expense caused by or resulting from:
  - a) the weight of the load imposed on a machine or ropes, cables, slings or other tackle exceeding the capacity for which such machine, ropes, cables, slings or other tackle were designed;
  - b) any stevedoring operations;
  - c) wear and tear, gradual deterioration, delay, loss or market, loss of use, or any other indirect or consequential loss of any kind;
  - d) the use of equipment while on ice or while waterborne;
  - e) the failure of the Insured to keep the equipment in thorough state of repair;
  - f) neglect of the Insured to use all reasonable means to save and preserve the property at and after any disaster insured against;
  - g)
    - (i) hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack (a) by a government or sovereign power (de jure or de facto), or any authority maintaining or using military, naval or air forces; or (b) by military, naval or air forces; or (c) by an agent of any such power, authority or forces;
    - (ii) any weapon or war employing atomic fission or radioactive force whether in time of peace or war;
    - (iii) insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence, seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade.
    - (iv) by nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and whether such loss by direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by the perils insured against in this policy; however, subject to the foregoing and all provisions of this policy, direct loss by fire resulting from nuclear reaction or nuclear radiation or radioactive contamination is insured against by this policy.

3. The Insurer shall not be liable hereunder for more than the amount shown on the "Declaration Page(s)" in any one loss, casualty or disaster, either in the case of partial or total loss, legal expenses, salvage charges, sue and labour or other expenses or all combined.
4. Each claim for loss or damage under this policy shall be adjusted separately and from the amount of each adjusted claim, the sum specified on the "Declaration Page(s)" shall be deducted.
5. This insurance covers the legal liability of the Insured arising out of the use of the equipment on land only and only while within the limits of Canada and the Continental United States unless otherwise endorsed hereon.
6. The Insured shall not in any way acknowledge or admit any liability for any accident, or settle or negotiate the settlement of any claim or suit resulting therefrom.
7. This insurance shall not cover any liability assumed by the Insured under any agreement oral or written nor any expense, nor the amount of any settlements incurred or made by the Insured on account of any claim unless such expense or settlement is incurred or made by written consent the Insurer. The Insured shall not interfere in any negotiations for settlement or in any legal proceedings, but shall upon request of the Insurer aid in securing information and evidence and the attendance of witnesses and in effecting settlements and prosecuting appeals.
8. The Insurer shall be subrogated to all rights which the Insured may have against any person or other entity, in respect of any claim or payments made under this policy and the Insured shall execute all papers required by the Insurer and shall cooperate with the Insurer to secure their rights.
9. It is warranted that the Insured hereunder does not hold any agreement and will not enter into any agreement with any Corporation, concern or individual to relieve said Corporation, concern or individual from any liability which the law of custom may impose upon them.
10. Definitions:  
Wherever used in this form:
  - a) "Declaration Page(s)" means the Declaration Page(s) attached to this form.

All other terms and conditions remain unchanged.