

COMMERCIAL GENERAL LIABILITY COVERAGE

CRANE AND HOIST OPERATORS' LIABILITY ENDORSEMENT

This Endorsement Changes the Policy. Please Read It Carefully.

Certain words and phrases in bold font have special meaning as defined below or in the Form to which this Endorsement is attached.

The titles of sections or paragraphs listed below should not be considered for purposes of interpreting the intent of this Form; these titles have only been inserted for ease of reading.

This Endorsement is attached to the Commercial General Liability Max Form and is subject to all terms, conditions, limitations and exclusions of such Form.

Coverage afforded by the Commercial General Liability Max Form is extended as follows:

1. INSURING AGREEMENT

- 1.1. We will pay those sums that the Insured becomes legally obligated to pay as **compensatory damages** for direct physical loss or destruction of, or damage to, the property of others while such property is being moved or lifted by any of the Insured's cranes or by any similar equipment owned by or rented by the Insured from the commencement of hitching the property to the crane or similar equipment, until the property unhitched. We will have the right and duty to defend the Insured against any **action** seeking those **compensatory damages**. However, we will have no duty to defend the Insured against any **action** seeking those **compensatory damages** to which this insurance does not apply. We may, at our discretion, investigate any **occurrence** and settle any claim or **action** that may result. But:
 - 1.1.1. The amount we will pay for **compensatory damages** is limited as described in Paragraph 2. **LIMITS OF INSURANCE AND DEDUCTIBLE** of this Endorsement.
 - 1.1.2. Our right and duty to defend end when we have used up the Aggregate Limit shown in the Declaration Page(s) as applicable to this Endorsement.No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under the **SECTION I - SUPPLEMENTARY PAYMENTS** section of the Commercial General Liability Max Form to which this Endorsement is attached.
- 1.2. This insurance applies to **bodily injury** and **property damage** only if:
 - 1.2.1. The **bodily injury** or **property damage** is caused by an **occurrence** arising out of the use of the equipment on land only and only while within the limits of Canada and Continental United States.
 - 1.2.2. The **bodily injury** or **property damage** occurs during the **policy period**.
 - 1.2.3. Prior to the **policy period**, no Insured listed under Paragraph 1. of **SECTION II - WHO IS AN INSURED** of the Commercial General Liability Max Form and no **employee** authorized by you to give or receive notice of an **occurrence** or claim, knew that the **bodily injury** or **property damage** had occurred, in whole or in part. If such a listed Insured or authorized **employee** knew, prior to the **policy period**, that the **bodily injury** or **property damage** occurred, then any continuation, change or resumption of such **bodily injury** or **property damage** during or after the **policy period** will be deemed to have been known prior to the **policy period**.
- 1.3. **Bodily injury** or **property damage** which occurs during the **policy period** and was not, prior to the **policy period**, known to have occurred by any Insured listed under Paragraph 1. of **SECTION II - WHO IS AN INSURED** of the Commercial General Liability Max Form or any **employee** authorized by you to give or receive notice of an **occurrence** or claim, and includes any continuation, change or resumption of that **bodily injury** or **property damage** after the end of the **policy period**.
- 1.4. **Bodily injury** or **property damage** will be deemed to have been known to have occurred at the earliest time when any Insured listed under Paragraph 1. of **SECTION II - WHO IS AN INSURED** of the Commercial General Liability Max Form or any **employee** authorized by you to give or receive notice of an **occurrence** or claim:
 - 1.4.1. Reports all or any part, of the **bodily injury** or **property damage** to us or any other insurer;
 - 1.4.2. Receives a written or verbal demand or claim for **compensatory damages** because of the **bodily injury** or **property damage**; or
 - 1.4.3. Becomes aware by any other means that **bodily injury** or **property damage** has occurred or has begun to occur.
- 1.5. **Compensatory damages** because of **bodily injury** include **compensatory damages** claimed by any person or organization for care, loss of services or death resulting at any time from the **bodily injury**.

2. LIMITS OF INSURANCE AND DEDUCTIBLE

- 2.1. The Limit of Insurance shown in the Declaration Page(s) is the most we will pay under this Endorsement.
- 2.2. The Limit of Insurance for this Endorsement is:
 - 2.2.1. an Aggregate Limit which is the most we will pay under this Endorsement during the **policy period**; and
 - 2.2.2. part of, and not in addition to, the Limits of Insurance shown in the Declaration Page(s) for **COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**.
- 2.3. Our obligation to pay **compensatory damages** on the Insured's behalf applies only to the amount of **compensatory damages** in excess of the deductible amount stated in the Declaration Page(s) applicable for this Endorsement.

3. EXCLUSIONS

This insurance does not apply to loss of or damage to property directly or indirectly caused by or resulting from:

- 3.1. The weight of any load, including the load block and all rigging, exceeding any or all of:
 - 3.1.1. The maximum allowable load;
 - 3.1.2. The lifting capacity;
 - 3.1.3. The rate load;Any of all of which may be set out in the manufacturer's specifications, capacity tables or rating sheets for the particular unit involved;
- 3.2. Any stevedoring operation;
- 3.3. Wear and tear, gradual deterioration, delay, loss of market, loss of use;

- 3.4. The use of equipment while on the ice or while waterborne;
- 3.5. The failure of the Insured to keep the equipment in a thorough state of repair;
- 3.6. The neglect of an Insured to use all reasonable means to save and preserve the property at and after any loss;
- 3.7. Any liability assumed by the Insured under any agreement, 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 of this Insurer. The Insured shall not interfere in any negotiations for settlement or in any legal proceedings, but shall upon request of this Insurer, aid in securing information and evidence and the attendance of witnesses and in effecting settlements and prosecuting appeals.
- 3.8. Asbestos – see Common Exclusions.
- 3.9. Fungi or Spores – see Common Exclusions.
- 3.10. Nuclear Energy Liability – see Common Exclusions.
- 3.11. Pollution – see Common Exclusions.
- 3.12. Terrorism – see Common Exclusions.
- 3.13. War Risks – see Common Exclusions.
- 3.14. Unsolicited Communication – see Common Exclusions.

4. SPECIAL CONDITIONS

- 4.1. 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 **action**.
- 4.2. We shall be subrogated to all rights which you may have against any person or other entity, in respect of any claim or payments made under this Policy and you shall execute all papers required by us and shall cooperate with us to secure our rights.
- 4.3. The Insured 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 or custom may impose upon them.

5. SUPPLEMENTARY PAYMENTS

SUPPLEMENTARY PAYMENTS - Coverage A, B and D section in Commercial General Liability Max Form is extended to apply to this Extension.

All other terms and conditions of the Policy remain unchanged.