

## COMMERCIAL GENERAL LIABILITY COVERAGE

# LOGGING CONTRACTOR'S OWN FIRE FIGHTING EXPENSE 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.

### 1. INSURING AGREEMENT

- 1.1. We will pay expenses directly incurred by you for fighting fire as required by contract or statute on premises being logged, occupied or in the care, custody or control of, but not owned or leased by you.
- 1.2. Expenses and costs shall include, but not be limited to:
  - 1.2.1. Charges for the use of fire fighting equipment and supplies of the Insured;
  - 1.2.2. Salaries of personnel operating such equipment or otherwise fighting the fire;
  - 1.2.3. The cost of transporting such equipment to and from the fire.It is a condition of this Endorsement that the Insured will use their own equipment (owned or leased) and indemnity provided herein shall be limited to the actual cost of operation to the Insured.
- 1.3. Expenses and costs incurred after this Policy's expiry date for fighting fires which originated prior to the expiry date are insured under this Endorsement.
- 1.4. Notwithstanding Exclusion 3.3. below, permission is granted to the Insured to use and operate the necessary equipment for the fighting of fires only, towing of logs in any body of water, to repair and keep up their trucks, railroad rolling stock and machinery provided such repairs and upkeep are done a safe distance from their actual logging operations and road making and repairing other than in the logging area and for the upkeep and maintenance of log dumps and booming grounds, and the operation of camps.

### 2. LIMIT 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. Our obligation to pay expenses for each **occurrence** applies only to the amount of expenses in excess of the deductible amount shown in the Declaration Page(s) applicable for this Endorsement. Each **occurrence** shall be adjusted separately.

### 3. EXCLUSIONS

This insurance does not apply to:

- 3.1. Any consequential loss or damage of any kind or description whatsoever;
- 3.2. Any portion of the described expenses that are recovered by you from any Government Department or Agency or other party is not recoverable hereunder;
- 3.3. Violation by the Insured or any contractors or subcontractors working directly or indirectly on your behalf of regulations relative to shutdown during the dry season, made or published by the Forestry Department of the Province of British Columbia.
- 3.4. Any punitive fines and/or penalties incurred by reason or failure to comply with any statute, permit, rule, or regulation of the Ministry of Forests.
- 3.5. Asbestos – see Common Exclusions.
- 3.6. Fungi or Spores – see Common Exclusions.
- 3.7. Nuclear Energy Liability – see Common Exclusions.
- 3.8. Pollution – see Common Exclusions.
- 3.9. Terrorism – see Common Exclusions.
- 3.10. War Risks – see Common Exclusions.
- 3.11. Unsolicited Communication – see Common Exclusions.

All other terms and conditions of the Policy remain unchanged.