

COMMERCIAL GENERAL LIABILITY MAX

FOREST FIRE FIGHTING EXPENSE ENDORSEMENT (BROAD FORM)

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

We will pay on behalf of the Insured those sums that the Insured shall become obligated to pay by reason of liability imposed upon the Insured by law, by statute or by contract for forest and grassland fire fighting expenses provided that the **occurrence** that takes place in the **coverage territory** and occurs during the **policy period**.

2. LIMITS OF INSURANCE

- 2.1. The Limit of Liability - Each Accident or Occurrence is the most we will pay for the sum of fire fighting expenses under this Endorsement.
- 2.2. The Limit of Insurance for this Endorsement is part of, and are not in addition to, the Limit of Insurance shown in the Declaration Page(s) for Coverage A – Bodily Injury and Property Damage Liability.
- 2.3. The Limit of Liability – Aggregate is the most we will pay for the sum of fire fighting expenses under this Endorsement in any **policy period**, regardless of the number of claims, the number of occurrences or the number of Insureds.

3. DEDUCTIBLES

- 3.1. Our obligation to pay expenses under this Endorsement applies only to the amount in excess of 10% of any loss to which this Endorsement applies.
- 3.2. Your percentage participation stated above is subject to a minimum deductible of \$10,000 with respect to claims arising out of burning or out of activities related to smoking, or subject to a minimum deductible of \$5,000 or a maximum deductible of \$10,000 with respect to all other claims.
- 3.3. We may pay any part of all of the deductible amount to effect settlement of any claim or **action** and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

4. EXCLUSIONS

This insurance does not apply to:

- 4.1. Any fire fighting expenses of the Insured, the Insured's **employees** or the Insured's agents;
- 4.2. Any fire fighting expenses of contractors or subcontractors already engaged by or on behalf of the Insured in connection with the operations, the activities or the contract out of which loss arises;
- 4.3. Any expenses for which the Insured is liable by reason of the failure of the Insured, any sub-contractor of the Insured or anyone else acting on the Insured's behalf to:
 - 4.3.1. Report any fire as soon as practicable;
 - 4.3.2. Extinguish, if practicable, any burning substance or any fire that results from dropping, releasing or mishandling a burning substance;
 - 4.3.3. Extinguish, if practicable, any other thing that the Insured or any person acting on the Insured's behalf reasonably ought to know is likely to cause a fire;
 - 4.3.4. Carry out fire control until the fire is extinguished, until it becomes impracticable to continue with fire control or until an official order in writing the discontinuation of fire control;
 - 4.3.5. Comply with any order of an official to carry out fire control by providing facilities, personnel and equipment;
 - 4.3.6. Operate any gasoline or diesel engine that is not equipped with a functioning device for arresting sparks.Sub-paragraphs 4.3.1., 4.3.2. and 4.3.3. above do not apply to fires, while contained and under control, to which a valid and legal permit applies and that are carried out in full accordance with provincial legislation or with the requirements and regulations of any governmental authority.
Sub-paragraphs 4.3.1., 4.3.2. and 4.3.3. above also do not apply to attended outdoor campfires, while contained and under control, that have been lit for cooking or warming purposes.
- 4.4. Any punitive damages, exemplary damages, fines or penalties arising out of any failure to comply with any statute, permit, rule or regulation;
- 4.5. Any **action** brought against any of the Insureds by any other Insured or Insureds under this Policy with respect to the recovery of fire fighting expenses;
- 4.6. Any fire fighting expenses that are covered by any other insurance that would have applied had this insurance not been put into effect. Insurance under this form shall specifically exclude losses that are covered by such other valid insurance.

5. DEFINITIONS

For the purpose of this Endorsement:

- 5.1. **Contract** means any written contract or written agreement under which the Insured assumes the **tort liability** of another to pay **compensatory damages** to a third person or organization with respect to coverage provided by this Endorsement. Such contract or agreement must be made prior to the loss and must arise from the Insured's business operations.
- 5.2. **Tort liability** means a liability that would be imposed by law in the absence of any contract or agreement.

All other terms and conditions of the Policy remain unchanged.