

CRANE LIFT LEGAL LIABILITY FORM - MC04

1. INSURING AGREEMENT:

This Form covers the legal liability of the Insured imposed by law for direct physical loss or damage caused by to the property of others whilst being lifted or lowered or moved by equipment owned or operated by 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. LIMIT OF LIABILITY:

The Insurer shall not be liable hereunder in any one loss, casualty or disaster, either in the case of partial or total loss for more than the applicable amount cited in the Declarations of this policy.

3. EXCLUSIONS CLAUSE:

This Form does not insure against the Insured's liability for loss or damage caused by or resulting from:

- a) wear and tear or gradual deterioration-or inherent vice to the property;
- b) neglect of the Insured to use all reasonable means to save and preserve the property at and after any loss or damage insured against;
- c) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military power.
- d)
 - i. by any nuclear incident (as defined in the Nuclear Liability Act or any other nuclear liability act, law or statute, or any amending law) or nuclear explosion, except for ensuing loss or damage which results directly from fire, lightning or explosion of natural, coal or manufactured gas;
 - ii. by contamination by radioactive material;
- e) the failure of the Insured to maintain all equipment in a thorough state of repair.
- c) the weight of the load exceeding the manufacturer's maximum recommended or registered lifting or carrying capacity of a unit of equipment.
- d) delay or loss of use or loss of market or penalty imposed by contract howsoever caused.
- e) any stevedoring operation;
- f) the use of equipment while on ice or while waterborne.

Nor does this form apply to:

- j) liability assumed by the insured under any contract or agreement, except liability imposed by law which would attach in the absence of such contract or agreement.

3. DEDUCTIBLE CLAUSE:

Each claim for loss or damage under this form shall be adjusted separately and from the amount of each adjusted claim, the applicable amount cited in the Declarations of this policy shall be deducted.

4. LIABILITY DISCLAIMED:

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 unless such expense or settlement is incurred or made by written consent of 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.

5. SUBROGATION:

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 form and the Insured shall execute all papers required by the Insurer to secure their rights.

6. COOPERATION:

The Insured shall not in any way acknowledge or admit any liability on account of any accident, nor settle, nor negotiate the settlement of any claim or suit resulting therefrom.

7. TERRITORY:

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 continental United States unless otherwise endorsed hereon