

CONTRACTORS EQUIPMENT - RIDER MP8

I. PROPERTY INSURED

This rider covers the property of the Insured or the property of others for which the Insured may be liable as per the schedule on the Coverage Summary page, including appurtenances thereof attached thereto or contained thereon. Each item scheduled is to be deemed separately insured.

II. LIMIT OF LIABILITY

Subject to the Amount of Insurance for each item as stated in the Declarations or on any endorsement attached hereto, the Insurer shall not be liable for more than the maximum limit as stated in the Declarations in any one loss, casualty or disaster including salvage charges, sue and labour, or other expenses or all combined.

III. DEDUCTIBLE

The Insurer is liable for the amount by which the loss or damage caused by any of the perils insured against exceeds the amount of the deductible specified in the Declarations in any one occurrence.

IV. AUTOMATIC COVERAGE

It is understood and agreed that any additional equipment acquired by the Insured as owner during the term of this Policy is automatically covered hereunder for a period of thirty (30) days from date of acquisition for a total amount not exceeding the maximum limit or \$50,000 whichever is the lesser provided notice is given the Insurer within 30 days from date of acquisition. The Insured agrees to keep an accurate record of acquisition date, description, and value of each piece of equipment so covered, and to pay pro rate additional premium thereon.

V. PERILS INSURED

This rider, except as herein provided, insures against all risks of direct physical loss of or damage to the insured property from any external cause, including General Average and Salvage charges.

VI. EXCLUSIONS

A. Property Excluded

This rider does not insure loss of or damage to:

1. any property which has become a permanent part of any structure;
2. property illegally acquired, kept, stored or transported; property seized or confiscated for breach of any law or by order of any public authority;
3. property leased, rented or loaned to others unless specifically endorsed hereon;
4. the insured property while waterborne except while being transported by regular ferries or in or on railway cars or transfers in connection therewith and then only against direct physical loss or damage caused by fire, or the stranding, sinking or collision of the vessel, including general average and salvage charges;
5. property while used in any logging, forestry, landclearing, brushcutting or sawmill operations unless specifically endorsed hereon;
6. automobiles, trailers, semi-trailers, or similar conveyances, motorcycles, required to be licensed under any Highway Traffic Act, aircraft, watercraft,
7. money, notes, securities, accounts, bills, evidences of debt, or valuable papers; plans, blueprints, designs or specifications;
8. property while located underground, in caissons, underwater or on off shore rigs;
9. tires and tubes mounted on machines or equipment scheduled herein unless the loss or damage is caused by fire or theft or is coincident with other loss or damage covered by this rider;
10. personal belongings or personal effects;
11. tents and tarpaulins;
12. property while it is airborne, unless specifically endorsed hereon;
13. property while it is involved in any speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity;
14. miscellaneous tools and supplies unless otherwise stated on the Coverage Summary page;
15. property used for the cultivating, harvesting, processing, manufacturing, distributing or selling of marijuana, or any other substance falling under the Controlled Drug and Substances Act.

B. Perils Excluded

This rider does not insure loss of or damage:

1. occasioned by (1) the weight of a load imposed on a machine exceeding the registered capacity for which the machine was designed or (2) the collision or collapse of boom(s);
2. to electrical devices, appliances or wiring caused by natural or artificially generated electrical currents including arcing, unless fire or explosion ensues and then only for such ensuing loss or damage;

3. caused by centrifugal force, mechanical or electrical breakdown or due to wear or tear;
4. directly or indirectly caused by explosion originating within the following if owned and or operated by the Insured, namely, steam boilers, pipes, fly wheels, engines and machinery connected therewith and operated thereby;
5. caused by delay, loss of market or loss of use; latent defect, inherent vice, gradual depreciation or deterioration;
6. directly or indirectly resulting from blasting or dynamiting operations conducted by or under the control of the Insured;
7. caused by breaking through ice or subsidence of ice, by sinking or subsidence in muskeg, swamp, sand or other soft ground;
8. caused by or resulting from dampness or dryness of atmosphere, extremes or changes of temperature, freezing, heating, marring, scratching, crushing, rust, corrosion, unless such loss or damage to the property insured is caused directly by fire, lightning, windstorm, explosion, strike, riot or civil commotion, collapse of bridges or culverts, collision, upset or overturn, or theft;
9. occasioned by the neglect of the Insured to use all reasonable means to save and preserve the insured property at and after any disaster insured against or when the property is endangered by the fire in neighboring premises;
10. to any mysterious disappearance, unaccountable loss or any loss or shortage disclosed on taking inventory;
11. or expense resulting from misappropriation, secretion, conversion, infidelity or any dishonest act of anyone to whom the insured property may be entrusted (bailees for hire excepted);
12. due to any dishonest, fraudulent or criminal act by the Insured, a partner therein or an officer, director, trustee or employee thereof, whether acting alone or in collusion with others;
13. sustained to property insured while actually being worked upon and directly resulting therefrom or caused by any repairing, adjusting or servicing of property insured, unless fire or explosion ensues and then only for the loss or damage caused by such ensuing fire or explosion;
14. that arises directly or indirectly, in whole or in part, out of "Terrorism" or out of any activity or decision of a government agency or other entity to prevent, respond to or terminate "Terrorism". This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the claim.

VII. SPECIAL CONDITIONS

1. CO-INSURANCE

The Insurer shall be liable, in the event of loss, for no greater proportion thereof than the amount insured hereunder bears to 80% of the actual value of the property described herein at the time when such loss or damage shall happen. If this Rider covers two or more items, this condition is to apply to each item separately.

2. TERRITORIAL LIMITS

This insurance covers only within the territorial limits of Canada and Continental United States (excluding Alaska) unless otherwise endorsed hereon.

3. SPECIAL AGREEMENT

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 or custom may impose upon them.

4. REINSTATEMENT

Any loss hereunder shall not reduce the amount applicable to this rider.

5. PROPERTY OF OTHERS

In case of loss or damage to property of others held by the Insured for which claim is made upon the Insurer with the consent of the Insured, the right to adjust such loss or damage with the owner or owners of the property is reserved to the Insurer and the receipt of such owner or owners in satisfaction thereof shall be in full satisfaction of any claim of the Insured for which such payment is made. If legal proceedings are taken to enforce a claim against the Insured as respects any such loss or damage the Insurer reserves the right as its option without expense to the Insured, to conduct and control the defense on behalf of and in the name of the Insured. No action of the Insurer in such regard shall increase the liability, the Insurer under this policy, nor increase the limits of liability provided herein.

VIII. DEFINITION

"Terrorism" means an ideologically motivated unlawful act or acts, including but not limited to the use of violence or force or threat of violence or force, committed by or on behalf of any group(s), organization(s), or government(s) for the purpose of influencing any government and/or instilling fear in the public or a section of the public.