

TOOL AND EQUIPMENT FLOATER

WORDS AND PHRASES IN BOLD HAVE SPECIAL MEANING AS DEFINED BELOW OR IN THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED

INDEMNITY AGREEMENT

In return for payment of the premium, the Insurer will provide insurance to indemnify **you** from loss by sudden and unexpected occurrences as described and limited in the Insured Perils section of this Form and subject to the terms and conditions set out in the Policy. Failure to comply with any term or condition may result in the denial of a claim under this policy.

DEFINITIONS

Wherever used in this Form:

“Actual Cash Value” means the cost, at the time of loss or damage to property, which takes into account such things as the cost of replacement, less any depreciation and market value. In determining depreciation, the Insurer will consider the condition immediately before damage, the resale value and normal life expectancy of the property and obsolescence.

“Clean Up” means the removal, containment, treatment, decontamination, detoxification, stabilization, neutralization or remediation of **pollutants**, including testing which is integral to the aforementioned processes.

“Data” means representations of information or concepts in any form.

“Data Problem” means:

- (i) erasure, destruction, corruption, misappropriation of **Data**;
- (ii) error in creating, amending, entering, deleting or using **Data**; or
- (iii) inability to receive, transmit or use **Data**;
- (iv) damage to electronic data processing equipment or any other related component system, process or device.

“Declaration Page” means the **Declaration Page** applicable to this Form.

“Pollutants” means any solid, liquid, gaseous or thermal irritant, or contaminants including odour, vapour, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

“Fungi” includes, but is not limited to, any form or type of mould, yeast, mushroom or mildew whether or not allergenic, pathogenic or toxigenic, and any substance, vapour or gas produced by, emitted from or arising out of any **fungi** or **spore(s)** or resultant mycotoxins, allergens, or pathogens.

“Spore(s)” includes, but is not limited to, any reproductive particle or microscopic fragment produced by, emitted from or arising out of any **fungi**.

“Temporary Premises” means any premises other than at the location specified on the **Declaration Page** of this Policy.

“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.

PROPERTY INSURED

This Form insures tools and equipment of the **Insured** being the property of the **Insured** and listed on the **Declaration Page(s)** or on the schedule known to the Insurer or the property of others for which the **Insured** is legally liable anywhere in Canada or the continental United States of America (excluding Alaska).

PERILS INSURED

This Form insures against direct physical loss or damage to the property insured from any external cause except as hereinafter excluded.

EXCLUSIONS

Property Excluded

This Form does not insure:

- a. property illegally acquired, kept, stored or transported, or property seized or confiscated for breach of any law or by order to any public authority;
- b. automobile or similar vehicles subject to registration in the jurisdiction in which the **Insured** resides, aircraft, or watercraft;
- c. money, notes, securities, accounts, bills, evidence of debt or valuable papers, plans, blueprints, designs or specifications;
- d. property insured which is regularly rented to others;

- e. tires or tubes unless the loss or damage is caused by fire or theft or is coincident with other loss or damage insured by this Policy;
- f. property while located underground, in caissons or underwater;
- g. property which has become a permanent part of any structure;
- h. Property while waterborne from the commencement of loading until the completion of discharge except that this Policy insures, while on a ferry, railway car or transfer barge, all in connection with land transportation.

Perils Excluded

This Form does not insure against direct physical loss of or damage resulting from, contributed to or caused directly or indirectly by:

- a. mechanical or electrical breakdown, wear and tear, rust or corrosion, gradual deterioration, hidden or latent defect or any quality in the insured property that causes it to destroy itself, unless the loss or damage is caused directly by a resultant peril not otherwise excluded in this form;
- b. electrical currents, other than lightning, to electrical appliances of any kind including wiring, unless fire ensues and then for loss by fire only;
- c. work being done on the insured tool or equipment unless fire or explosion ensues and then only for loss or damage caused by such ensuing fire or explosion;
- d. misappropriation, secretion, conversion, infidelity or any dishonest act on the part of the **Insured** or other party of interest, their employees or agents or any person or persons to whom the property may be entrusted (bailees for hire excepted);
- e. subsidence or breaking through ice, or by sinking in muskeg, swamp, sand or other soft ground;
- f. explosion to any pressure vessel or internal combustion engine in which the explosion originates;
- g. the weight of load imposed on any machine exceeding the rated lifting capacity for which the machine was designed;
- h. blasting or dynamiting operation conducted by or under the control of the **Insured**.
- i. the cost of making good faulty or improper material, faulty or improper workmanship, faulty or improper design unless the loss or damage is caused directly by a resultant peril not otherwise excluded in this Form;
- j. mysterious disappearance, or shortage of tools or equipment disclosed on taking inventory or while conducting an appraisal;
- k. loss or damage occasioned by the neglect of the **Insured** to use all reasonable means to save and preserve the insured property;
- l. loss or damage to the insured property while waterborne, except while being transported on any regular ferry or in or on railway cars or transfers in connection therewith;
- m. loss, if at the time of loss or damage, there is any other insurance which would attach if this insurance had not been effected, except that this insurance shall apply only as excess and in no event as contributing insurance and then only after all other insurance has been exhausted;
- n. by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military power;
- o. by **terrorism** or by any activity or decision of a government agency or other entity to prevent, respond to or terminate **terrorism**. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.
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 - (i) by any nuclear incident (as defined in the Nuclear Liability Act or any other nuclear liability act, law or statute, or any law amendatory thereof) 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.

Pollution Exclusion

This Form does not insure against:

- a. loss or damage caused directly or indirectly by an actual or alleged spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of **pollutants**, nor the cost or expense of any resulting **clean up**, but this exclusion does not apply:
 - (i) if the spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of **pollutants** is the direct result of a peril not otherwise excluded under this Policy;
 - (ii) to loss or damage caused directly by a peril not otherwise excluded under this Policy;
- b. cost or expense for any testing, monitoring, evaluating or assessing of an actual, alleged, potential or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape **pollutants**.

Data & Data Problem Exclusion

This Form does not insure:

- a. **Data**
- b. loss or damage caused directly or indirectly by **Data Problem**. However, if loss or damage caused by **Data Problem** results in the occurrence of further loss of or damage to property insured that is directly caused by fire or lightning, explosion, impact by aircraft, unmanned air vehicle, drone, spacecraft or land vehicle, leakage from fire protective equipment, windstorm or hail, this exclusion b) shall not apply to such resulting loss or damage.

Fungi And Spores Exclusion

This Form does not insure:

- a. loss or damage consisting of or caused directly or indirectly, in whole or in part, by any **fungi** or **spores**. This exclusion does not apply:
 - (i) if the **fungi** or **spores** are directly caused by a peril not otherwise excluded in this Form, or
 - (ii) to loss or damage caused directly by a resultant peril not otherwise excluded in this Form;
- b. the cost or expense for any testing, monitoring, evaluation or assessing of **fungi** or **spores**.

LIMIT OF COVERAGE

Unless specifically insured, coverage shall be limited to not more than one thousand dollars (\$1000) on any individual item.

BASIS OF CLAIM PAYMENT

Unless otherwise provided, the Insurer is not liable beyond the **actual cash value** of the property at the time any loss or damage occurs and the loss of damage shall be ascertained or estimated according to such **actual cash value** with proper deduction for depreciation, however caused, and shall in no event exceed what it would then cost to repair or replace the same with material or like kind and quality.

Deductible: In any one **occurrence**, the Insurer is responsible only for the amount by which the insured loss or damage exceeds the amount of the deductible shown on the **Declaration Page**. If one **occurrence** could lead to the application of more than one deductible only the largest deductible will apply.

Co-Insurance

The Insurer shall not be liable for a greater proportion of any loss or damage to the property described herein than the sum hereby insured bears to 80% of the actual cash value of said property at the time such loss shall happen, nor for more than the proportion which this policy bears to the total insurance thereon.

CONDITIONS

Territorial Limits

The insured property is covered while in transit or otherwise within the territorial limits of Canada or the Continental United States of America.

Catastrophe Limit

The Insurer shall not be liable for more than the limit of insurance specified as a catastrophe limit on the **Declaration Page** of the policy to which this Form is attached in any one loss, casualty or disaster either in the case of partial or total loss or any other costs and expenses or all combined.

Verification of Values

The Insurer or its duly appointed representative shall be permitted at all reasonable times during the term of this policy, or within a year after termination or expiration, to inspect the property insured and to examine the **Insured's** books, records and such policies as relate to any property insured hereunder. Such inspection or examination shall not waive nor in any manner affect any of the terms or conditions of this Form.

Locked Vehicle Warranty

This clause does not apply to property which is under the control of a common carrier. Warranted by the **Insured** that any vehicle in which the property insured is carried is equipped with a fully enclosed metal body or compartment and the Insurer shall be liable in case of loss by theft from an unattended vehicle only as a direct result of forcible entry (of which there shall be visible evidence) into such body or compartment the doors and windows of which shall have been securely locked.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED REMAIN UNCHANGED.