

HYDRAULIC OR MECHANICAL HOIST ENDORSEMENT

Attached to and forming part of the Commercial General Liability Form (CGL)

Various provisions in this Endorsement restrict coverage. Read the entire Endorsement carefully to determine rights, duties and what is and is not covered.

Words and phrases that appear in quotation marks have special meaning as defined in the Commercial General Liability form or the Commercial Common Agreements, Definitions, Exclusions and Conditions form attached to this policy.

INSURING AGREEMENT

"We" will pay those sums that "you" shall become legally obligated to pay as "compensatory damages" arising from direct physical loss or destruction of, or damage to the property of others (excluding any claim for loss of use or other consequential loss however caused), only while:

- a. being situated on a mechanical or hydraulic hoist situated on "your" property; and
- b. only while such hoist is being used to load or unload such property.

LIMIT OF LIABILITY

The Limit of Liability as stated on the "Declarations Page" in respect to this Endorsement, as applicable to each claim, is the limit of "our" liability for all damages incurred on account of any one claim insured under this Endorsement and shall be part of and not in addition to the liability limits as stated on the "Declarations Page", and shall not be cumulative with any limits of liability stated elsewhere in the Policy. The Limit of Liability stated on the "Declarations Page" in respect to this Endorsement as aggregate is, subject to the above provisions respecting each claim, the total limit of "our" liability for all claims insured hereunder and occurring during each policy year. The inclusion herein of more than one Insured shall not operate to increase the limit of "our" liability.

"We" shall not be liable for any amount in excess of the actual cash value of the property of others in "your" care, custody, or control, and situated on the hoist at the time of any loss, nor for any amount in excess of the limit applicable to this Endorsement, which is the most "we" will pay for loss or damage arising out of any one accident.

If more than one hydraulic or mechanical hoist is insured by this Policy, the limit for this Endorsement shall apply separately to each such hoist.

EXCLUSIONS

This insurance does not apply to:

- (a) loss of use of any property;
- (b) loss or damage by fire, however caused;
- (c) any loss resulting from burning out, electrical breakdown, or disruption of electricity to any electric motor.

DEDUCTIBLE

- (a) "Our" obligation under this Endorsement to pay "compensatory damages" on "your" behalf applies only to the amount of "compensatory damages" in excess of any deductible amounts stated on the "Declarations Page" as applicable to this Endorsement, and the Limit of Liability applicable to this Endorsement will be reduced by the amount of such deductible.
- (b) The terms of this insurance, including those in respect to:
 - (i) "our" right and duty to defend any "action" seeking those "compensatory damages"; and
 - (ii) "your" duties in the event of an "occurrence", claim or "action" apply irrespective of the application of the deductible amount.
- (c) "We" may pay any part or 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".

Except as specifically modified by this Endorsement, the terms, conditions, exclusions and limits of liability of the Policy are unchanged.