

## TOOL FLOATER

### COVERAGE

"We" insure "Your" "Tools and Equipment" listed on the Declaration Page and/or supplementary schedule, subject to the terms and conditions of the Policy and this Form. This cover is subject to 100% co-insurance clause and provides coverage anywhere within Canada and the continental United States of America (including Alaska).

### DEFINITION

"Tools and Equipment" means all items usual to "Your" trade or business and capable of being carried or moved by hand and similar property of others for which "You" are responsible.

### INSURED PERILS

"We" insure "Your" "Tools and Equipment" against all risks of direct physical loss of or damage subject to the Agreements, Clauses, Conditions, Exclusions, Limitations and Terms in the Policy and this Form.

### PROPERTY OF OTHERS

At "Your" option, any loss may be paid to "You" or adjusted with and paid to the owner of the property.

### RENTAL REIMBURSEMENT COVERAGE

This Coverage Form is extended to respond, in the event that property insured by this 'Contractors Equipment Broad Form' is damaged or destroyed by an insured peril, to include the reimbursement of the expense necessarily incurred by the Insured to rent equipment to continue normal business services and operations which are interrupted as the result of such direct damage to insured equipment by an insured peril. This extension applies only for the period of time required with the exercise of due diligence and dispatch to restore normal business service and operations or when the lost or damaged tool or equipment is replaced whichever occurs first.

This extension of coverage shall be limited to a maximum limit of \$1,000 per day to a maximum overall limit of \$10,000.

### ACQUISITION CLAUSE

This Coverage Form covers to a maximum of \$10,000 additional items of contractor's acquired by "you" as owner, subject to notice to this Insurer within thirty (30) days from date of acquisition and payment of pro rata premium hereunder from such date.

### EXCLUSIONS

#### Property Excluded

This Form does not insure loss of or damage to:

- (1) property at locations which to the knowledge of the Insured, are vacant, unoccupied or shut down for more than thirty 30 consecutive days;
- (2) electrical apparatus (including wiring) caused by artificial electricity, including arcing, unless fire or explosion ensues and then only for loss or damage caused by such ensuing fire or explosion;
- (3) property insured under the terms of any Marine Insurance, and property while waterborne, except while on a regular ferry or railway car transfer in connection with land transportation;
- (4) property insured which is regularly rented to others;
- (5) property illegally acquired, kept, stored transported or property subject to forfeiture;
- (6) any property lawfully seized or confiscated unless such property is destroyed to prevent the spread of fire;
- (7) property undergoing any process or while being worked on and directly resulting therefrom or caused by any repairing, adjusting or servicing of the property insured, unless fire or explosion ensues and then only for the loss or damage caused by such ensuing fire or explosion;
- (8) property because of voluntary parting with title or ownership, whether or not induced to do so by any fraudulent scheme, trick, device or false pretence;
- (9) property while engaged in any of the following operations: blasting, caisson work, demolition, logging, lumbering operations, moving structures, pile driving, shoring, tunneling, underpinning, wrecking.

#### Perils Excluded

This Form does not insure against loss or damage caused directly or indirectly:

- (1) by dampness or dryness of atmosphere, changes of temperature, freezing, heating, shrinkage, evaporation, loss of weight, leakage of contents, exposure to light, contamination, change in colour or texture or finish, rusting or corroding, marring, scratching or crushing;
- (2) from wear and tear, deterioration, latent defect, inherent vice, derangement or obsolescence, centrifugal force, mechanical or electrical breakdown or failure, or corrosion, rust, wet or dry rot, fungi or spore(s), contamination, dampness or dryness of atmosphere, freezing, or extremes in temperature or by rodents, insects, vermin;
- (3) resulting from any intentional or criminal act or failure to act by "You", "Your" employees or anyone to whom "Your" property is entrusted.
- (4) loss or damage caused by delay, loss of use, loss of market;
- (5) any mysterious disappearances.

## Data Exclusion

This Form does not insure:

- (1) "Data"; or
- (2) loss or damage resulting from, contributed to or 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, explosion, smoke, water damage, all as described "Specified Perils", this exclusion shall not apply to such resulting loss or damage

## "Specified Perils"

Subject to the exclusions and conditions in this "Form", Specified Perils means:

- (1) fire;
- (2) lightning;
- (3) explosion;
- (4) smoke due to a sudden, unusual and faulty operation of any heating or cooking unit in or on the premises;
- (5) falling object which strikes the exterior of a building;
- (6) impact by aircraft, spacecraft or land vehicle;
- (7) riot;
- (8) vandalism or malicious acts, not including loss or damage caused by theft or attempted theft;
- (9) windstorm or hail.

## SPECIAL CONDITIONS

### Unscheduled "Tools and Equipment"

"Tools and Equipment" are limited to a maximum of \$1,000. in value per item. "We" agree coverage is extended to apply to all such tools, which has been acquired subsequent to the effective date and during the term of this extension.

"You" agree to maintain the coverage at not less than 100% of the total cash value of all property owned at the time loss occurs and provide "Us" with an inventory of all such property for premium adjustment on the anniversary of the Policy. If "You" do not meet the co-insurance requirement, "You" are only entitled to recover that portion of the loss that the amount of insurance bears to the amount of insurance required.

### Locked Vehicle Warranty

This Clause does not apply to property which is under the control of a common carrier.

Warranted by "You" that any vehicle in which the property insured is carried is equipped with a fully enclosed metal body or compartment, and "We" 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.

### Breach of Conditions

Where a loss occurs and there has been a breach of condition relating to a matter before the happening of the loss, which breach would otherwise disentitle the Insured from recovery under this Form, the breach shall not disentitle the Insured from recovery if the Insured establishes that the loss was not caused or contributed to by the breach of condition or if the breach of condition occurred in any portion of the premises over which the Insured has no control.

### BASIS OF CLAIM PAYMENT

"We" will pay whichever is the least of the following:

- (1) the replacement value of the property at the time of loss or damage;
- (2) the interest of the Insured in the property;
- (3) \$1,000 for any unscheduled tool;
- (4) the amount of insurance specified on the "Declarations Page".

### Deductible

"We" are responsible only for the amount by which the loss or damage caused by any of the Insured Perils exceeds the amount of deductible shown on the "Declarations Page" in any one occurrence.

Any loss or damage shall not reduce the amounts of insurance provided by this Form.

### Co-insurance

"We" will not be liable in the event of loss or damage for any greater proportion of any such loss or damage than the amount hereby insured bears to 100% of the actual value of the property insured at the time such loss or damage shall occur. If this Form insures two or more items, this condition shall apply to each item separately.

### Insurance Under More Than One Policy

If "You" have insurance on specifically described property, "Our" Policy will be considered excess insurance and "We" will not pay any loss or claim until the amount of such insurance is used up. In all other cases, "Our" Policy will pay its ratable proportion of the loss or claim.