

INSTALLATION COVERAGE FORM

WORDS AND PHRASES IN QUOTATIONS HAVE SPECIAL MEANING AS DEFINED IN DEFINITIONS

1. Indemnity Agreement

In the event that any of the property insured be lost or damage by an insured peril, the Insurer will Indemnify the Insured against the direct loss so caused to an amount not exceeding whichever is the least of:

- a. The actual cash value of the property at the time of loss or damage;
- b. The interest of the Insured in the property;
- c. The amount of insurance specified on the "Declaration Page" in respect to the property lost or damaged.

Provided, however, that where the insurance applies to the property of more than 1 person or interest, the insurer's total liability for loss sustained by all such persons and interest shall be limited in the aggregate to the amount or amounts of insurance specified on the "Declaration Page".

2. Property Insured

Except as hereinafter provided, the Coverage From insures property of the Insured or the property of others for which the Insured is legally liable all to be used in, or incidental to, the installation operations of the Insured anywhere in Canada or the continental United States of America (excluding Alaska). This includes installation labour costs of this policy.

3. Attachment

This Coverage Form attaches, within the policy period, when the Insured has insurable interest in the property, while in transit, while on "temporary premises" and while on the site of installation until:

- a. the insured property becomes permanently installed in or on the project, or
- b. 30 days after completion of the project, or
- c. the termination or expiration of this insurance

whichever first occurs.

4. Limits of Liability

Unless otherwise endorsed, the Insurer shall not be liable for more than the limit shown on the "Declaration Page":

- a. at the site of any 1 installation;
- b. while on "temporary premises";
- c. while in transit;
- d. as an aggregate limit over all active job sites at any 1 time following an insured event affecting more than one location

5. Deductible

The insurer is liable for the amount by which the loss or damage caused by an of the perils insured against exceed the amount of the deductible specified on the "Declaration Page" in any 1 occurrence. If 1 occurrence could lead to the application of more than 1 deductible only the largest deductible will apply.

6. 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.

7. Perils Insured

Except as hereinafter provided this Coverage Form insures against direct physical loss or damage to the property insured.

8. Exclusions

a. Property Excluded

This Coverage Form does not insure loss or damage to:

1. the Insured's tools and equipment including spare parts and accessories whether owned, loaned, hired or leased;
2. contractors' and sub-contractors' tools and equipment;
3. property while located on premises owned, leased or rented by the Insured.
4. property illegally acquired, kept, stored or transported; property seized or confiscated for breach of any law or by order of any public authority;

5. electrical devices, appliances or wiring caused by artificially generated electrical currents, including arcing, unless fire or explosion ensued and then only for such ensuing loss or damage provided such perils are not excluded in Exclusion 8 and 9;
6. 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;
7. property while aboard or being transported by any aircraft;
8. property while being shipped by mail;
9. accounts, bills, currency, deeds, evidences of debt, money, notes, securities, manuscripts, records, or other documents, provisions, motor vehicles, trailers and other conveyances or their appurtenances or accessories;
10. property while located on premises owned, leased or rented by the Insured;
11. property at locations which to the knowledge of the insured are vacant unoccupied or shut down for more than 30 consecutive days or when installation ceases for more than 30 consecutive days.

b. Perils Excluded

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

1. earthquake, except for ensuing loss or damage which results directly from fire, explosion, smoke or leakage from fire protective equipment;
2. flood, including waves, tidal waves, or the rising of, the breaking out or the overflow of, any body of water, whether natural or man-made, but this exclusion does not apply to ensuing loss or damage which results from fire, explosion, smoke or leakage from fire protective equipment or from a watermain;

exclusions 1. and 2. do not apply to property in transit;

3. cessation of work or by interruption of construction, unless directly caused by a peril otherwise insured and not otherwise excluded hereunder;
4. centrifugal force, mechanical or electrical breakdown or derangement in or on the premises, unless fire ensues and then only for the loss or damage caused by such ensuing fire;
5. dampness or dryness of atmosphere, changes of temperature, freezing, heating, shrinkage, evaporation loss of weight, leakage of contents, exposure to light, pollution or contamination, change in colour or texture or finish, rust or corrosion, marring, scratching or crushing, but this exclusion does not apply to loss or damage caused directly by fire, lightning, explosion, impact by aircraft, spacecraft or land vehicle, riot, strike, vandalism, malicious acts, theft or attempt thereof or accident to transporting conveyance provided such perils are not otherwise excluded hereunder;
6. delay, loss of market or loss of use or occupancy;
7. misappropriation, secretion, conversion, infidelity or any dishonest manner of acquiring possession on the part the Insured or any other party of interest, employees or agents of the Insured, or any person to whom the property may be entrusted (bailees for hire excepted);
8. wear and tear, gradual deterioration, latent defect, inherent vice, or the cost of making good faulty or improper material, faulty or improper workmanship, faulty or improper design, provided, however, to the extent otherwise insured and not otherwise excluded under this Policy resultant damage to the property is insured;
9. mysterious disappearance or shortage of equipment or stock disclosed on taking inventory.

c. War Exclusion

This Coverage Form does not insure against loss or damage resulting from contributed to or caused directly or indirectly by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military power.

d. Terrorism Exclusion

This Coverage Form does not insure loss or damage caused directly or indirectly, in whole or in part, 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, except for ensuring loss or damage which results directly from fire, lightning or explosion of natural, coal or manufactured gas.

e. Nuclear Exclusion

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

- i. 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. contamination by radioactive material.

f. By-Law Exclusion

This Coverage Form does not insure against loss or damage proximately or remotely, arising in consequence of or contributed to by the enforcement of any by-law, regulation, ordinance or law regulating zoning or the demolition, repair or construction of buildings or structures, which by-law, regulation, ordinance or law makes it impossible to repair or reinstate the property as it was immediately prior to the loss;

g. Pollution Exclusion

This Coverage Form does not insure against:

- i. loss or damage caused directly or indirectly by any 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;
 - 1. 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 Form;
 - 2. to loss or damage caused directly by a peril not otherwise excluded under this Form;
- ii. 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 of "pollutants".

h. Data & Data Problem Exclusion

This Coverage Form:

- i. does not insure "Data"
- ii. does not insure 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, spacecraft or land vehicle, leakage from fire protective equipment, windstorm or hail, this exclusion (ii) shall not apply to such resulting loss or damage.

i. Fungi and Spore Exclusion

This Coverage Form does not insure:

- i. 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:
 - 1. if the "fungi" or "spores" are directly caused by a peril not otherwise excluded in this form, or
 - 2. to loss or damage caused directly by a resultant peril not otherwise excluded in this form;
- ii. the cost or expense for any testing, monitoring, evaluation or assessing of "fungi" or "spores".

9. Conditions

a. 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 (excluding Alaska).

b. Premium Adjustment

This clause applies only if this Coverage Form is on a Reporting Basis and an adjustment rate is shown on the "Declaration Page".

- i. The premium shown on the "Declaration Page" is provisional only;
- ii. The Insured shall file with the Insurer within 90 days of the expiry or anniversary date of each period of insurance of this Policy a statement showing, for the said period, the total value of property at risk at all locations. The rate as stated on the "Declaration Page" shall be applied to the total of these reported values and the earned premium determined;
- iii. If the earned premium so determined exceeds the provisional premium, then the Insured shall pay forthwith the difference in premium to the Insurer; If the earned premium is less than the provisional premium than the insurer shall refund the difference in premium forthwith to the Insured, subject to a minimum retained premium of 50% of the provisional premium.

10. Definitions

- a. **“Clean Up”** means the removal, containment, treatment, decontamination, detoxification, stabilization, neutralization or remediation of “pollutants”, including testing which is integral to the aforementioned processes.
- b. **“Data”** means representations of information or concepts in any form.
- c. **“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
- d. **“Declaration Page”** means the Declaration Page applicable to this Coverage Form.
- e. **“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.
- f. **“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.
- g. **“Spore(s)”** includes, but is not limited to, any reproductive particle or microscopic fragment produced by, emitted from or arising out of any “fungi”.
- h. **“Temporary Premises”** means any premises other than at the location specified on the “Declaration Page” of this Policy.
- i. **“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.

ALL STANDARD CONDITIONS AND EXCLUSIONS OF THE STANDARD CONDITIONS AND EXCLUSIONS FORM (EO-0895-1218) APPLY.