

**This Inland Marine coverage is subject to the terms shown below.
The Commercial Inland Marine Conditions also apply.**

INSTALLATION COVERAGE FORM

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

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we," "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meanings. Refer to Section G DEFINITIONS.

A. COVERAGE

We will pay for "loss" to Covered Property from any of the Covered Causes of Loss.

1. COVERED PROPERTY, as used in this Coverage Form, means:

Property intended for installation in connection with your occupation as shown in the Declarations. This may be your property or the property of others for which you are legally liable.

2. PROPERTY NOT COVERED

- a. Contraband, or property in the course of illegal transportation or trade.
- b. Existing buildings or structures to which improvements, alterations, repairs or additions are being made.
- c. Machinery, tools or equipment that won't be a permanent part of the installation.
- d. Money, securities, accounts, bills, currency, food stamps, or other evidences of debt, lottery tickets not held for sale or notes.
- e. Property on premises you own, lease or operate unless it is specifically assigned and invoiced for a particular job.
- f. Trees, shrubs, plants and lawns.
- g. Property while waterborne except while in transit in the custody of carrier for hire.

3. WHEN COVERAGE BEGINS AND ENDS

We cover from the time the property is at your risk, starting on or after the time this coverage begins.

Coverage ends at the earliest of the following:

- a. After the owner or buyer accepts the property;
- b. When your interest ceases;
- c. When this policy expires or is cancelled;
- d. When you abandon your installation, fabrication, or erection project with no intent to complete it;
- e. When the installation, fabrication, or erection project has been completed for more than 30 days; or
- f. When the covered property has been put to its intended use. However, this does not apply to roofs or walls;

4. COVERED CAUSES OF LOSS

Covered Causes of Loss means RISKS OF DIRECT PHYSICAL "LOSS" to Covered Property except those causes of "loss" listed in the Exclusions.

5. ADDITIONAL COVERAGES

a. DEBRIS REMOVAL

- (1) We will pay your expense to remove debris of covered property caused by or resulting from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us within 180 days of the earlier of:

- (a) The date of the physical "loss"; or
- (b) The end of the policy period.

- (2) We will pay up to \$5,000 for debris removal expense in any one occurrence.

- (3) This Additional Coverage for debris removal does not apply to costs to:

- (a) Extract "pollutants" from land or water; or
- (b) Remove, restore or replace polluted land or water.

b. POLLUTANT CLEANUP AND REMOVAL

- (1) We will pay your expenses to extract "pollutants" from land or water if the release, seepage, migration, escape, discharge or dispersal of the "pollutants" is caused by or results from a Covered Cause of Loss to Covered Property that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the earlier of:

- (a) The date of the physical loss; or
- (b) The end of the policy period.

- (2) The most we will pay under this Additional Coverage is \$10,000 for the sum of all such expenses arising out of Covered Causes of Loss to Covered Property occurring during each separate 12 month period of this policy.
- (c) **FIRE DEPARTMENT SERVICE CHARGE**
When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to \$1,000 for your liability for fire department service charges:
 - (1) Assumed by contract or agreement prior to loss; or
 - (2) Required by local ordinance.
 No deductible applies to this Additional Coverage.
- d. **FIRE PROTECTION DEVICES**
 - (1) We will pay expenses you incur to recharge or refill any fire protection device discharged as a result of fire or explosion. This Additional Coverage does not apply while actual work is being performed upon the fire protection system or while the fire protection system is being tested.
 - (2) The most we will pay under this Additional Coverage is \$1,000.
No deductible applies to this Additional Coverage.

B. EXCLUSIONS

- 1. We won't pay for a "loss" caused directly or indirectly by any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss."
 - a. **GOVERNMENTAL ACTION**
Seizure or destruction of property by order of governmental authority.
But we will pay for acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread if the fire would be covered under this Coverage Form.
 - b. **NUCLEAR HAZARD**
 - (1) Any weapon employing atomic fission or fusion, whether in time of peace or war; or
 - (2) Nuclear reaction or radiation, or radioactive contamination, however caused. We will pay for direct "loss" caused by resulting fire if the fire would be covered under this Coverage Form.
 - c. **WAR AND MILITARY ACTION**
 - (1) War, including undeclared or civil war;
 - (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.
- 2. We will not pay for a "loss" caused by or resulting from any of the following:
 - a. "Loss" caused by or resulting from loss of use, business interruption, delay, or loss of market.
 - b. Missing property where the only proof of "loss" is unexplained or mysterious disappearance of Covered Property, or shortage of property discovered on taking inventory or any other instance where there is no physical evidence to show what happened to the Covered Property.
 - c. Dishonest acts by:
 - (1) You;
 - (2) Anyone else with an interest in the property;
 - (3) Your or their employees or authorized representatives; or
 - (4) Anyone entrusted with the property, whether in collusion with others or occurring during the hours of employment.
 - (5) Your partners, officers, directors, trustees, or joint adventurers.

This exclusion doesn't apply to a carrier for hire.
 - d. Water damage by:
 - (1) Flood, surface water, waves, tides, tidal waves, overflow of any body of water or its spray, all whether driven by rain or not;
 - (2) Mudslide or mudflow;
 - (3) Water or waste that backs up from any sewer or drain;
 - (4) Water that seeps, leaks or flows from below the surface of the ground.
 - e. Rain, snow, sleet, sand or dust to property in the open. This exclusion doesn't apply to property in the custody of a carrier for hire.
 - f. Testing including start-up, performance, stress, pressure, or overload testing of the Covered Property.

But we will pay for direct loss or damage caused by resulting fire or explosion, if these causes of loss would be covered under this form.

- g.** Defective materials, poor workmanship; error, omission or deficiency in designs, plans or specifications.

But we will pay for direct "loss" or damage caused by fire, lightning, wind, smoke, discharge from fire protection or building service equipment or explosion, if these causes of "loss" would be covered under this form.

- h.** Contamination or deterioration including corrosion; decay; fungus; mildew; mold; rot; rust; wear and tear; or any quality, fault, or weakness in the Covered Property that causes it to damage or destroy itself.
- i.** Mechanical breakdown, rupture or bursting of steam boilers, steam pipes, steam turbines or steam engines; but this exclusion applies only to loss or damage to the boiler, pipe, turbine or engine in which the loss occurred.
- j.** Explosion, rupture or bursting of steam boilers, steam pipes, steam turbines or steam engines; but this exclusion applies only to "loss" or damage to the boiler, pipe, turbine or engine in which the "loss" occurred.
- k.** Artificially generated current creating a short or other electrical disturbance. But we will pay for direct "loss" caused by the resulting fire or explosion if these causes of "loss" would be covered under this form.
- l.** We do not pay for "loss" caused by or resulting from release, discharge, seepage, migration, dispersal, or escape of "pollutants" unless the release, discharge, seepage, migration, dispersal, or escape is caused by a "Specified Cause of Loss" to Covered Property.

We do pay for any resulting loss caused by a Specified Cause of Loss.

- m.** We do not pay for "loss" caused by or resulting from voluntary parting with title to or possession of any property because of any fraudulent scheme, trick, or false pretense.
- n.** The enforcement of any ordinance or law:
 - (1)** Regulating the construction, use or repair of any property; or
 - (2)** Requiring the tearing down of any property, including the cost of removing its debris.
- o.** Settling, cracking, shrinkage or expansion of the covered property.
- p.** Penalties for noncompletion or noncompliance with contract conditions.
- q.** "Loss" or damage covered under any guarantee, warranty, or other expressed or implied obligation of any contractor, manufacturer or supplier. This exclusion applies whether or not such contractor, manufacturer or supplier is insured by this form.

C. LIMITS OF INSURANCE

The most we will pay for "loss" in any one occurrence is the applicable Limits of Insurance shown in the Declarations.

D. DEDUCTIBLE

We won't pay for "loss" in any one occurrence until the amount of the adjusted "loss" before applying the applicable Limits of Insurance exceeds the Deductible shown in the Declarations. We will then pay the amount of the adjusted "loss" in excess of the Deductible, up to the applicable Limit of Insurance.

E. ADDITIONAL CONDITIONS

The following conditions apply in addition to the Commercial Inland Marine Conditions and the Common Policy Conditions:

1. REPORTS AND RECORDS

You agree to keep accurate records of your business. These records should be maintained in a manner which will allow us to settle a "loss" accurately. Your gross receipts must be reported to us at the end of each policy period shown in the Declarations. You must report all receipts to us whether or not you've collected them. We will figure your actual premium by multiplying the rate shown in the Declarations times each \$100 of receipts. If it is more than you've already paid, you'll owe us the difference. If it is less, you will get a return premium. But, you will not pay less than the minimum annual premium shown in the Declarations, even if you cancel the policy.

We may examine and audit your books and records as they relate to this insurance at any time during the policy period and up to three years afterward.

2. VALUE OF PROPERTY

The value of the property is the actual cash value at the time and place of "loss" plus labor and other charges or expenses accrued. However, we won't pay more than actual cash value, or the cost of repairing or replacing the property with a similar kind and quality, whichever is less. We'll subtract the deductible first.

3. COVERAGE TERRITORY

We cover property wherever located within: a. The continental United States of America; and b. Canada.

F. DEFINITIONS

1. **"Loss"** means accidental loss or damage.

2. **"Specified Causes of Loss"** means:

Aircraft; civil commotion; explosion; falling objects; fire; hail; leakage from fire extinguishing equipment; lightning; riot; sinkhole collapse; smoke; sonic boom; vandalism; vehicles; volcanic action; water damage; weight of ice, snow, or sleet; and windstorm.

3. **"Pollutant"** means:

a. Any solid, liquid, gaseous, thermal, or radioactive irritant, bacteria or contaminant, including acids, alkalis, chemicals, fumes, smoke, soot, vapor, and waste disposed of as well as recycled, reclaimed, or reconditioned.

b. Electrical or magnetic emissions, whether visible or invisible, and sound emissions.