

Form #DW802 (Rev Aug 29, 2012)
Docks, Wharves and Floats Form

THIS FORM ONLY APPLIES IF INDICATED "COVERED" AND LIMITS SHOWN ON THE DECLARATIONS PAGE(S).

1. PROPERTY INSURED

This Form provides coverage for "Docks", as defined herein (the "Insured Property").

"Docks" means any structure that is built on or floating over water measured from the high tide line or, in the instance of non-tidal waters, where the water customarily meets the shore. It is inclusive of all improvements and betterments, floats, platforms, gang planks, stairs, pilings, wiring, plumbing and any other property of the Insured forming a part of such structure.

2. PERILS INSURED:

This Form insures against all risks of direct physical loss of, or damage to, the Insured Property from any external cause occurring during the Policy Period, except as excluded herein.

3. PERILS AND PROPERTY EXCLUDED:

- a) This Policy does not insure against any loss or damage to the Insured Property directly or indirectly caused by or resulting from:
- 1) Wear and tear, gradual deterioration or depreciation, moth, vermin, or inherent vice, marine life, either animal or vegetable, latent defect or mechanical breakdown, but this exclusion shall not apply to loss or damage caused by or resulting from ensuing fire, explosion or water damage not otherwise excluded;
 - 2) Artificially generated electrical currents as respects electrical appliances or devices (including wiring), but this exclusion shall not apply to ensuing loss caused by or resulting from a peril not otherwise excluded;
 - 3) Actual work upon property insured and resulting from such work, but this exclusion shall not apply to ensuing loss caused by or resulting from fire, explosion, water damage not otherwise excluded, smoke or vehicles;
 - 4) Atmospheric conditions or changes in temperature, corrosion or rust;
 - 5) Misappropriation, secretion, conversion, infidelity, or any dishonest act on the part of the Insured or other party of interest, his/her/its/their employees or agents or any person or persons to whom the insured property may be entrusted (carriers for hire excepted);
 - 6) Hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack
 - i) by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military or naval forces ;
 - ii) military, naval, or air forces; or
 - iii) by an agent of any such government, power, authority or forces
 - 7) Any weapon of war employing atomic fission or radioactive force whether in time of peace or war;
 - 8) Insurrection, rebellion, revolution, civil war, usurped power or action taken by governmental authority in hindering, combating or defending against such an occurrence seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority or risks of contraband or illegal transportation or trade.
 - 9) Nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and whether such loss be direct or indirect, proximate or remote, or be whole or in part caused by, contributed to or aggravated by the peril(s) insured against in this policy; however subject to the foregoing and all provisions of this policy, direct loss by fire resulting from nuclear radiation or radioactive contamination, is insured against by this Policy;
 - 10) Any mysterious or unexplained disappearance of property or any shortage disclosed taking inventory; or
 - 11) Any peril excluded in the Commercial Building, Equipment and Stock Broad Form.
- b) This Policy does not insure against
- 1) Loss of or damage to boats, yachts and similar waterborne conveyance; or
 - 2) Loss of use of any of the property insured from any cause whatsoever;

4. LIMIT OF LIABILITY

As per Declaration(s) Page(s).

5. LOSS OF RENTAL INCOME

1. If, in consequence of loss, damage or occurrence covered under this Policy affecting the Insured Property occurring during the period of this insurance, the Insured Property is prevented from earning income, as a result of which the Insured suffers a reduction in rental income, for a period in excess of **10** (ten) days after the Insured's usual full operating season has commenced, then this Policy shall pay for that loss rental income subject to the Limit stated on the Declarations Page(s).
2. Underwriters shall be liable hereunder for the Actual Loss Sustained which shall be the reduction in gross earnings, directly resulting from the circumstances outlined in Item 2 of this Form, less charges and expenses which do not necessarily continue during the period that the floating berth is under repair. Under no circumstances shall Underwriters be liable for an amount exceeding the Loss of Rental Income Limit stated on the Declarations Page(s).
3. On the happening of any destruction or damage by a peril insured against in consequence of which a claim is or may be made under this Policy, the Insured shall with due diligence do and concur in doing and permit to be done all things which may be reasonably practicable to minimize or check any interruption of or interference with the business or to avoid or diminish the loss.
4. In all cases where a recovery is obtained from third parties in respect of loss of gross earning, such recovery shall be apportioned between the Insured and the Underwriters as their respective interests may appear.
5. The expression "one accident" shall be deemed to include all heavy weather damage occurring on one passage.
6. It is understood and agreed that if the Insured Property is prevented from earning income during the operating season falling within this policy period or the next following operating season, resulting from an accident or occurrence during this policy period covered by a peril insured hereunder, the claim for loss of gross earnings, if any, shall fall under this Policy.
7. In the event, the Insured Property is sold or transferred to new management then this Insurance is automatically cancelled. Underwriters agree to return pro rata net monthly premium provided that there are no claims on the floating berth during the term of this policy prior to cancellation. In no other event shall there be any return of premium.
8. The Insured shall effect, or cause to be effected, all repairs (temporary or permanent) with due diligence and dispatch. Underwriters have the right to incur any expense which would reduce Underwriters' liability under this Policy, provided such expense is for Underwriters' account.

6. LOSS OF FUEL SALES INCOME

1. If, in consequence of loss, damage or occurrence covered under this Policy affecting the Insured Property occurring during the period of this insurance, the Insured Property is prevented from earning income, as a result of which the Insured suffers a reduction in income generated from fuel sales, for a period in excess of **10** (ten) days then this Policy shall pay for that loss of fuel sales income subject to the Limit stated on the Declarations Page(s).

2. Underwriters shall be liable hereunder for the Actual Loss Sustained which shall be the reduction in gross earnings, directly resulting from the circumstances outlined in Item 2 of this Form, less charges and expenses which do not necessarily continue during the period that the floating berth is under repair. Under no circumstances shall Underwriters be liable for an amount exceeding the Loss of Fuel Sales Income Limit stated on the Declarations Page(s).
3. On the happening of any destruction or damage by a peril insured against in consequence of which a claim is or may be made under this Policy, the Insured shall with due diligence do and concur in doing and permit to be done all things which may be reasonably practicable to minimize or check any interruption of or interference with the business or to avoid or diminish the loss.
4. In all cases where a recovery is obtained from third parties in respect of loss of gross earning, such recovery shall be apportioned between the Insured and the Underwriters as their respective interests may appear.
5. The expression "one accident" shall be deemed to include all heavy weather damage occurring on one passage.
6. It is understood and agreed that if the Insured Property is prevented from earning income during the operating season falling within this policy period or the next following operating season, resulting from an accident or occurrence during this policy period covered by a peril insured hereunder, the claim for loss of gross earnings, if any, shall fall under this Policy.
7. In the event, the Insured Property is sold or transferred to new management then this Insurance is automatically cancelled. Underwriters agree to return pro rata net monthly premium provided that there are no claims on the floating berth during the term of this policy prior to cancellation. In no other event shall there be any return of premium.
8. The Insured shall effect, or cause to be effected, all repairs (temporary or permanent) with due diligence and dispatch. Underwriters have the right to incur any expense which would reduce Underwriters' liability under this Policy, provided such expense is for Underwriters' account.
9. For the purposes of this coverage, fuel sales income shall only be considered the gross earnings derived from the sale of fuel for vessels or any other marine craft from fuel pumps located on the docks.

7 DEDUCTIBLE CLAUSE

The Underwriters are liable for the amount by which the loss or damage caused by any of the perils insured against exceeds the amount of the deductible specified on the Declarations Page(s) in any one Occurrence up to the Limit of insurance specified on the Declarations Page(s).

8 VALUATION:

Underwriters shall not be liable for loss or damage beyond the actual cash value of the property at time of any loss or damage, and the loss or damage will be ascertained according to such actual cash value and shall in no event exceed the cost to repair or replace the same with material of like kind and quality.

9 CO-INSURANCE:

Underwriters shall be liable in the event of loss, for no greater proportion thereof than the amount insured hereunder bears to 90% of the actual value of the property scheduled herein at the time when such loss or damage shall happen, and in no event for an amount in excess of the amount insured hereunder in respect of each item as set forth either in case of partial or total loss or salvage or any other expense, or all combined.

10 OTHER INSURANCE:

This insurance does not cover any loss or damage which, at the time of the happening of such loss or damage, is insured by or would but for the existence of this policy, be insured by any other existing policy or policies except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this insurance not been effected.

11 DEBRIS REMOVAL:

This policy shall cover the expense incurred in the removal of all debris at the property covered hereunder which may be occasioned by loss or damage from any of the perils insured against by this policy but the cost of removal of debris shall not be considered in determining the value of the property covered hereunder. The total liability of Underwriters for both loss to property and removal of debris, shall not exceed the amount of insurance applying under this policy to the property damaged or destroyed.

GENERAL CONDITIONS APPLICABLE TO THIS POLICY SECTION

12.A EXAMINATION UNDER OATH:

The insured shall submit, and so far as is within his or their power shall cause all other persons interested in the property and members of the household and employees to submit, to examinations under oath by any persons named by Underwriters, relative to any and all matters in connection with a claim and subscribe the same, and shall produce for examination all books of account, bills, invoices, and other vouchers or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by Underwriters or their representatives, and shall permit extracts and copies thereof to be made.

12.B SUIT AGAINST UNDERWRITERS:

No suit, action or proceeding for the recovery of any claim under this policy shall be sustainable in any court of law or equity unless the same be commenced within twelve (12) months next after discovery by the Insured or the occurrence which gives rise to the claim. Provided, however, that if by the laws of the Province within which this policy is issued, such limitation is invalid, then any such claims shall be void unless such action, suit or proceeding be commenced within the shortest limit of time permitted by the laws of such Province to be fixed herein.

12.C SUE AND LABOUR CLAUSE:

In case of any loss or misfortune, it shall be lawful and necessary for the Insured, his or their family, servants and assigns, to sue, labour and travel for, in and about the defense, safeguard, and recovery of the aforesaid subject matter of this insurance, or any part thereof, without prejudice to this insurance, the charges whereof the said Underwriters shall bear in proportion to the sum hereby insured.

12.D WAIVER CLAUSE:

It is expressly declared and agreed that no acts of the said Underwriters or Insured in recovering, saving or preserving the property insured shall be considered as a waiver or acceptance of abandonment.

12.E SUBROGATION:

In the event of any payment under this policy Underwriters shall be subrogated to all the Insured's rights of recovery therefore against any person organization and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured shall do nothing after loss to prejudice such rights.

12.F REINSTATEMENT:

Every claim paid hereunder reduces the amount of insurance from the date of the occurrence of the accident or disaster, by the sum paid unless same be reinstated with the consent of Underwriters by endorsement hereon and by payment of proper additional premium.