**Clause Description:**

The *Rigging (Crane) Liability* insurance clause is used to provide coverage for a contractor's liability arising out of the moving of property and equipment that belongs to others, such as the owner of the project, an example of which would be the lifting and installation placement of an air-conditioning unit onto a rooftop with the use of a crane.

This coverage is required as the standard Commercial General Liability (CGL) policy excludes damage for the "…property of others in your care, custody, or control…"

Talk with your Broker as there may be instances where Rigging liability coverage can be attached by endorsement to the Contractor’s existing CGL policy that then modifies or deletes the "…care, custody, or control…" exclusion.

Further, if the Contractor is an insured under a Builder’s Risk policy for the project, coverage is usually provided in that policy for all of the materials and equipment being incorporated into the project. The Builder’s Risk policy may include a deductible, however, and may not include coverage for loss of use for which the Contractor may also be liable for.

**The Recommended Clause – Rigging (Crane) Liability**

Where the Contractor is using a crane to perform the Work at site, the following insurance is required:

The Contractor shall provide Rigging (Crane) Liability Insurance, in an amount that is usual for a contract of the nature involved, and for a value not less than ($500,000) (CAD) per each piece of equipment being handled, per accident or occurrence and with a ($1,000,000) (CAD) limit in the annual aggregate.

The Contractor’s Rigging (Crane) Liability Insurance shall provide coverage for loss or damage to all of the Owner’s property under the Contractor’s care, custody, or control, and must be maintained in force through the duration of the Work in the Contract. The Owner’s property must be insured on a Replacement Cost basis.

The Contractor must notify the Owner promptly of any incidents of loss or damage to the Owner’s property. All such incidents must be investigated and documented to ensure that claims are properly made and compensation accurately accounted for.

Payment of claims shall be to the Owner as its interest may appear or as it may direct, for loss or damage to the Owner’s property while in the Contractor's care, custody or control.

Where available, the Contractor shall provide the Owner with not less than 30 days’ written notice in advance of cancellation, material change or amendment restricting coverage.

The Contractor’s Insurer shall waive all rights of subrogation against the Owner for any and all loss of or damage to the property however caused.

*(The entities (i.e. Owner, Contractor), and the numbers (i.e. $1,000,000 and $500,000), in red font are descriptors that you can substitute for the entities and numbers required for your own specific contract.)*