

CEAR – Construction and Erection All Risk – Endorsements

Construction and Erection All Risk Endorsements

Version 1.1

Status: July 2015

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CEAR Insurance – Endorsement 14001
Special Insurance Cover: Strike, Riot and Civil Commotion

This Endorsement forms part of *Section I*

and is subject otherwise to the terms, provisions, conditions, limitations and exclusions contained in the *Policy* or endorsed thereon except for the following:

1. Indemnification

- 1.1. The *Insurer* shall indemnify the *Insured* in respect of loss of or damage to *Property Insured* resulting from strike, lock-out, riot and civil commotion.
- 1.2. The limit of indemnity for any one *Occurrence* of loss or damage provided by this endorsement shall not exceed the limit specified below.
- 1.3. The aggregate limit of indemnity during the *Period of Insurance* of this endorsement shall not exceed twice the limit of indemnity for any one *Occurrence*.

2. Deductible

In respect of each and every *Occurrence* of loss or damage, the *Insurer* shall not be liable for the *Deductible* specified below.

3. Cancellation

This special extension of cover may at any time be cancelled by the *Insurer* through written notice.

4. Definitions

- 4.1. Strike, lock-out, riot and civil commotion shall mean:
 - 4.1.1. the act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or lock-out or not), otherwise not being excluded in clause 1.2 and 1.3 of the exclusions applicable to all *Sections* of this *Policy*,
 - 4.1.2. the action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimizing the consequences of any such disturbance,
 - 4.1.3. the action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimizing the consequences of any such act,
 - 4.1.4. the wilful act of any striker or locked-out worker performed in furtherance of a strike or in resistance to a lock-out.

Limit of indemnity: Enter limit.

Deductible: Enter deductible. each and every loss/*Occurrence*

CEAR insurance – Endorsement 14003
Special Insurance Cover: Visits Maintenance Cover

This Endorsement forms part of *Section I*

and is subject otherwise to the terms, provisions, conditions, limitations and exclusions contained in the *Policy* or endorsed thereon except for the following:

1. Indemnification

The *Insurer* shall indemnify the *Insured* in respect of loss of or damage to *Property Insured* which occurred during the *Period* specified hereunder which was caused by an *Insured* contractor in the course of any operations carried out by the *Insured* contractor for the purpose of complying with his obligations under the provisions of the *Insured Contract(s)*.

2. Deductible

In respect of each and every *Occurrence* of loss or damage, the *Insurer* shall not be liable for the *Deductible* specified below.

3. Definitions

Defects Liability Period

means a period during which the *Insured* contractor(s) comply with its obligations to complete outstanding work and remedy defects pursuant to the provisions of the *Insured Contract(s)*.

4. Period of Visits Maintenance Cover

4.1 The Visits Maintenance Cover shall commence for each item of *Property Insured* on the date it has been taken into use or into occupation or on the date a *Taking-over Certificate* has been issued or is deemed to have been issued, whichever is the earlier.

4.2 The Visits Maintenance Cover for each item of *Property Insured* shall cease upon expiry of the *Period* or the expiry date specified below, whichever is the earlier.

Visit Maintenance Cover: Enter months. **months**

Deductible: Enter deductible. **each and every loss/Occurrence**

CEAR insurance – Endorsement 14004
Special Insurance Cover: Extended Maintenance Cover

This Endorsement forms part of *Section I*

and is subject otherwise to the terms, provisions, conditions, limitations and exclusions contained in the *Policy* or endorsed thereon except for the following:

1. Indemnification

1.1 The *Insurer* shall indemnify the *Insured* in respect of loss of or damage to *Property Insured* which occurred during the *Period* specified hereunder which

1.1.1 was caused by an insured contractor in the course of any operations carried out by the *Insured* contractor for the purpose of complying with its obligations under the provisions of the *Insured Contract(s)*, or

1.1.2 was caused on the *Site* during the *Construction and Erection Period* or during the *Testing Period*.

2. Deductible

In respect of each and every *Occurrence* of loss or damage, the *Insurer* shall not be liable for the *Deductible* specified below.

3. Definitions

Defects Liability Period

means a period during which the insured contractor(s) comply with its obligations to complete outstanding work and remedy defects pursuant to the provisions of the *Insured Contract(s)*.

4. Period of Extended Maintenance Cover

4.1 The Extended Maintenance Cover shall commence for each item of *Property Insured* on the date it has been taken into use or into occupation or on the date a *Taking-over Certificate* has been issued or is deemed to have been issued, whichever is the earlier.

4.2 The Extended Maintenance Cover for each item of *Property Insured* shall cease upon expiry of the *Period* or the expiry date specified below, whichever is the earlier.

Extended Maintenance Cover: Enter months. months

Deductible: Enter deductible. each and every loss/*Occurrence*

CEAR Insurance – Endorsement 14005
Special Insurance Condition: Construction and/or Erection Time Schedule

This Endorsement forms part of *Section I*

and is subject otherwise to the terms, provisions, conditions, limitations and exclusions contained in the *Policy* or endorsed thereon except for the following:

1. Condition

The *Insurer* shall not indemnify the *Insured* in respect of loss or damage resulting from or aggravated by a deviation from the planned construction or erection time schedule which exceeds the *Time Schedule Deviation Period* specified below, unless the *Insurer* has previously agreed in writing that such deviation does not affect the *Policy of Insurance*.

Time Schedule Deviation Period: Enter weeks. **weeks**

CEAR Insurance – Endorsement 14006
Special Insurance Cover: Expediting Expenses

This Endorsement forms part of *Section I*

and is subject otherwise to the terms, provisions, conditions, limitations and exclusions contained in the *Policy* or endorsed thereon except for the following:

1. Indemnification

The *Insurer* shall indemnify the *Insured* up to the *Limit of Indemnity* specified below in respect of reasonable extra costs for overtime, night-work, work on public holidays, express freight, airfreight incurred to rectify loss of or damage to *Property Insured*.

Limit of indemnity: Enter percentage. % of the indemnifiable loss

and/or

up to a **Maximum of** Enter limit. each and every *Occurrence* and in the aggregate

CEAR Insurance – Endorsement 14007
Special Insurance Cover: Plans, Documents and Data

This endorsement forms part of *Section I*

and is subject otherwise to the terms, provisions, conditions, limitations and exclusions contained in the *Policy* or endorsed thereon except for the following:

1. Indemnification

The *Insurer* shall indemnify the *Insured* up to the *Limit of Indemnity* as specified below in respect of the costs and expenses necessarily incurred to re-produce plans, drawings, contract and account documents and data lost or damaged but not in respect of the value of the information contained therein.

Limit of Indemnity: Enter limit. **Limit on first loss basis and in the aggregate**

CEAR Insurance – Endorsement 14008
Special Insurance Condition: Structures in Earthquake Zones

This Endorsement forms part of *Section I*

and is subject otherwise to the terms, provisions, conditions, limitations and exclusions contained in the *Policy* or endorsed thereon except for the following:

1. Condition

The *Insurer* shall not indemnify the *Insured* for loss or damage resulting from *Earthquake* unless the *Earthquake* risk was adequately taken into account by using best practice, the relevant official building codes were adhered to in the design and the quality of material and workmanship was used according to prescribed standards by the *Insured*.

CEAR Insurance – Endorsement 14009
Special Insurance Exclusion: Earthquake

This endorsement forms part of *Section I*

and is subject otherwise to the terms, provisions, conditions, limitations and exclusions contained in the *Policy* or endorsed thereon except for the following:

1. Exclusion

The *Insurer* shall not indemnify the *Insured* for loss, damage or liability directly or indirectly caused by or resulting from *Earthquake*.

CEAR Insurance – Endorsement 14010
Special Insurance Exclusion: Flood or Inundation

This endorsement forms part of *Section I*

and is subject otherwise to the terms, provisions, conditions, limitations and exclusions contained in the *Policy* or endorsed thereon except for the following:

1. Exclusion

The *Insurer* shall not indemnify the *Insured* for loss or damage resulting from *Flood*, whether driven by wind, *Storm* or weather disturbance or not.

CEAR Insurance – Endorsement 14011
Special Insurance Exclusion: Serial Losses

This endorsement forms part of *Section I*

and is subject otherwise to the terms, provisions, conditions, limitations and exclusions contained in the *Policy* or endorsed thereon except for the following:

1. Condition

1.1 The *Insurer* shall indemnify the *Insured* in respect of a loss or damage insured under *Section I* resulting from a *Serial Loss Event* according to the following scale:

Enter number. % of the first 2 loss amounts,

Enter number. % of the 3rd loss amounts,

Enter number. % of the 4th loss amounts, and

Enter number. % of the 5th loss amounts.

1.2 The *Insurer* shall not indemnify the *Insured* for the 6th and following loss amounts.

1.3 If no declaration is made under Paragraph 1.1 the indemnification shall be based on the following: 100% the first 2 loss amounts, 80% the third, 60% the fourth and 50% of the fifth loss amount.

2. Definition

Serial Loss Event: means a fault, defect, error or omission in design, plan, specification, material or workmanship which is attributable to a common originating cause or a common originating set of circumstances.

CEAR Insurance – Endorsement 14012
Special Insurance Exclusion: Storm

This endorsement forms part of *Section I*

and is subject otherwise to the terms, provisions, conditions, limitations and exclusions contained in the *Policy* or endorsed thereon except for the following:

1. Exclusion

The *Insurer* shall not indemnify the *Insured* for loss or damage resulting from *Storm*.

CEAR Insurance – Endorsement 14013
Special Insurance Cover: Off-Site Storage

This endorsement forms part of *Section I*

and is subject otherwise to the terms, provisions, conditions, limitations and exclusions contained in the *Policy* or endorsed thereon except for the following:

1. Indemnification

The *Insurer* shall indemnify the *Insured* up to the *Limit of Indemnity* specified below for loss of or damage to *Property Insured* whilst in off-site storage within the *Territorial Limit* as defined below.

2. Special Exclusions

2.1 The *Insurer* shall not indemnify the *Insured* in respect of

2.1.1 liability for property being manufactured, processed or stored at the manufacturer's, distributor's or supplier's premises, and

2.2.2 for loss or damage caused by the neglect of generally accepted loss prevention measures for warehouses or storage units.

Limit of Indemnity: Enter limit. **Limit on first loss basis and in the aggregate**

Territorial Limit: Enter text.

CEAR Insurance – Endorsement 14014
Special Insurance Exclusion: Outright Defects Exclusion

This endorsement forms part of *Section I*

and is subject otherwise to the terms, provisions, conditions, limitations and exclusions contained in the *Policy* or endorsed thereon except for the following:

1. Exclusion

Clause 3.4.1 of the Exclusions at *Section I - Project Works* shall be deleted and replaced by the following wording:

“3.4.1 Any loss or damage to *Property Insured* as a result of any fault, defect, error or omission in design, plan or specification, material or workmanship.”

CEAR Insurance – Endorsement 14016
Special Insurance Exclusion: Betterment Exclusion

This endorsement forms part of *Section I*

and is subject otherwise to the terms, provisions, conditions, limitations and exclusions contained in the *Policy* or endorsed thereon except for the following:

1. Exclusion

Clause 3.4.1 of the Exclusions at *Section I - Project Works* shall be deleted and replaced by the following wording:

“3.4.1 Any costs rendered necessary to replace, repair or rectify any property which is defective as a result of any fault, defect, error or omission in design, plan or specification, material or workmanship, but should any part of the *Property Insured* containing any such defect become lost or damaged, the costs excluded are those which the *Insured* incurred to improve the original design, plan or specification, material or workmanship;

For the purpose of the *Policy* and not merely this exclusion it is understood and agreed that any portion of the *Property Insured* shall not be regarded as damaged solely by virtue of the existence of any defect of material workmanship design plan or specification.”

CEAR Insurance – Endorsement 14017
Special Insurance Condition: Marine 50/50 Loss Sharing

This endorsement forms part of *Section I*

and is subject otherwise to the terms, provisions, conditions, limitations and exclusions contained in the *Policy* or endorsed thereon except for the following:

1. Condition

- 1.1. The *Insured* shall inspect each item of *Property Insured* upon unloading at the *Site* or off-site storage site for possible loss or damage.
- 1.2. In the event that *Property Insured* is to be left in its packaging until a later date the packaging shall be inspected individually and if a sign of loss or damage is found the item involved shall be unpacked and inspected and any loss or damage discovered shall be reported under the marine cargo insurance.

2. Limit of indemnity

In the event that it is not possible to establish whether the loss or damage has occurred before or after unloading the indemnity shall be shared equally between this *Policy* and the marine cargo insurance.

3. Deductible

In respect of each and every *Occurrence* of loss or damage shared between this *Policy* and the marine cargo insurance the *Insurer* shall not be liable for 50% of the amount of the respective *Deductible* specified in the *Schedule*.

CEAR Insurance – Endorsement 14018
Special Insurance Cover: Professional Fees

This endorsement forms part of *Section I*

and is subject otherwise to the terms, provisions, conditions, limitations and exclusions contained in the *Policy* or endorsed thereon except for the following:

1. Indemnification

- 1.1. the *Insurer* shall indemnify the *Insured* in respect of professional fees and related costs necessarily incurred to rectify loss of or damage to *Property Insured* but not for preparing claims.
- 1.2. The amount payable for such fees shall not exceed that authorized under the scales of the respective institutions or bodies regulating such charges or the *Limit of Indemnity* as specified below, whichever is the lower.

Limit of Indemnity: Enter limit. **Limit on first loss basis and in the aggregate**

CEAR Insurance – Endorsement 14019
Special Insurance Cover: Radioactive Substances

This endorsement forms part of *Section I*

and is subject otherwise to the terms, provisions, conditions, limitations and exclusions contained in the *Policy* or endorsed thereon except for the following:

1. Indemnification

Clause 3.4.6 of the Exclusions at *Section I - Project Works* shall be deleted and replaced by the following wording:

“3.4.6 any loss or damage resulting from any release, discharge or dispersal of nuclear material or radioactive substances, contaminants or pollutants, proximate or remote. But the *Insurer* shall indemnify the *Insured* in respect of the additional expenses incurred for cleanup, repair, replacement or disposal of any damaged, contaminated or polluted *Property Insured* following a sudden and accidental *Occurrence* of loss or damage due to radioactive substances which are used or present for taking out the construction and erection works on the insured premises subject to the limit of indemnity specified in this endorsement unless excluded by clauses 7.1.4, 7.1.5 and 7.1.6 of the *Exclusions applicable to all Sections* or due to perils which are not covered by the *Policy*.”

Limit of indemnity: Enter limit. **Limit on first loss basis and in the aggregate**

Deductible: Enter deductible. **each and every loss/Occurrence**

CEAR Insurance – Endorsement 14020
Special Insurance Cover: Multiple Insured Clause

This endorsement forms part of *Sections I and III*

and is subject otherwise to the terms, provisions, conditions, limitations and exclusions contained in the *Policy* or endorsed thereon except for the following:

1. Condition

- 1.1 It is noted and agreed that if the Insured described in the schedule comprises more than one insured party each operating as a separate and distinct entity then (save as described in this Multiple Insured Clause) cover hereunder shall apply in the same manner and to the same extent as if individual policies had been issued to each such insured party provided that the total liability of the Insurers to all of the insured parties collectively shall not exceed the sums insured and limits of indemnity including any inner limits set by memorandum or endorsement stated in the *Policy*.
- 1.2 It is understood and agreed that any payment or payments by Insurers to any one or more such insured parties shall reduce to the extent of that payment Insurers' liability to all such parties arising from any one event giving rise to a claim under this *Policy* and (if applicable) in the aggregate.
- 1.3 It is further understood that the Insured parties will at all times preserve the various contractual rights and agreements entered into by the Insured parties and the contractual remedies of such parties in the event of loss or damage.
- 1.4 It is further understood and agreed that Insurers shall be entitled to avoid liability to or (as may be appropriate) claim damages from any of the Insured parties in circumstances of fraud, material misrepresentation, material non-disclosure or breach of any warranty or condition of this *Policy* each referred to in this clause as a Vitiating Act.
- 1.5 It is however agreed that (save as described in this Multiple Insured Clause) a Vitiating Act committed by one insured party shall not prejudice the right to indemnity of any other Insured party who has an insurable interest and who has not committed a Vitiating Act.
- 1.6 Insurers hereby agree to waive all rights of subrogation which they may have or acquire against any Insured party except where the rights of subrogation or recourse are required in consequence of or otherwise following a Vitiating Act in which circumstances Insurers may enforce such rights notwithstanding the continuing or former status of the vitiating party as an Insured.
- 1.7 The lenders to the project shall not be entitled to any indemnity under this *Policy* for or arising from loss or damage in respect of which Insurers are by reason of a Vitiating Act no longer liable to indemnify any one or more other Insured party.

CEAR Insurance – Endorsement 14021
Special Insurance Cover: Plant, Machinery and Equipment

This endorsement forms part of *Section I*

and is subject otherwise to the terms, provisions, conditions, limitations and exclusions contained in the *Policy* or endorsed thereon except for the following:

1. Indemnification

- 1.1. The *Insurer* shall indemnify the *Insured* for any direct and sudden physical loss of or damage to the *Property Insured* as set forth in Paragraph 2 which the *Insured* could not reasonably have foreseen and which occurs at the *Site* at any time during the *Period of Insurance* due to any cause not specifically excluded.
- 1.2. The indemnity for each item entered under Paragraph 7. *Schedule* for this endorsement shall not exceed the specified *Sum Insured* or the total limit mentioned under Paragraph 8. *Limit of indemnity*

2. Property Insured

The *Property Insured* under this endorsement is the construction or erection plant, machinery, equipment, camps, stores and offices not forming part of the permanent or temporary works and specified under Paragraph 7. *Schedule* for this endorsement.

3. Sum Insured

- 3.1. The *Sum Insured* specified in Paragraph 7. *Schedule* of this endorsement shall not be less than the *New Reinstatement Value*.
- 3.2. If during the *Period of Insurance* additional property is to be added to or deleted from this endorsement, these items shall be declared by the *Insured* and added to or removed from Paragraph 7. *Schedule* of this endorsement and the *Sum Insured* shall then be deemed to have been increased or decreased accordingly.

4. Premium

- 4.1. A deposit premium shall be paid at the inception date of this endorsement and shall be calculated multiplying the *Sums Insured* specified in Paragraph 7. *Schedule* of this endorsement by the respective *Annual Premium Rates* and *Period on Risk*.
- 4.2. If during the *Period of Insurance* the *Sum Insured* specified in Paragraph 7. *Schedule* of this endorsement or the *Period on Risk* is increased or decreased, the *Premium* shall be adjusted accordingly.

5. Period of insurance

- 5.1. The *Period of Insurance* for this endorsement shall be either the *Construction and Erection Period* and the *Testing Period* specified in the *Schedule* to *Section I* unless otherwise defined under Paragraph 7. *Schedule* for this endorsement.
- 5.2. Any extension of the *Period of Insurance* shall be subject to the prior written consent of the *Insurer*.

6. Exclusions

6.1 In addition to the exclusions applicable to *Section I* and to all *Sections* the following shall be excluded from the cover provided by this endorsement:

6.1.1 Any loss or damage resulting from the electrical or mechanical breakdown of *Property Insured* specified in Paragraph 7. Schedule of this endorsement, but this exclusion shall be limited to the items immediately affected and shall not extend to liability for loss of or damage to other parts of the *Property Insured* as a consequence thereof;

6.1.2. Any loss of or damage to vehicles licensed for general road use other than when being used as a tool of trade on *Site*; and

6.1.3. Any loss of or damage to plant and/or machinery working underground.

7. Schedule

Plant, Machinery and Equipment

Specification of <i>Property Insured</i> for this endorsement					
Plant, machinery, equipment serial number, type, capacity	Quantity	Year of manufacture	Sum Insured	Period on Risk	Annual Premium Rate ‰
<u>Total Sum Insured</u>					

8. Limit of Indemnity

In the event of indemnifiable loss or damage to the specified plant, machinery and equipment above, the maximum amount payable under the *Policy* for each and every *Occurrence* shall be as follows: Enter combined limit.

CEAR Insurance – Endorsement 14101
Special Insurance Exclusion: Tunnels, Galleries and Underground Structures
LEG Tunnel Works Clause

This endorsement forms part of *Section I*

and is subject otherwise to the terms, provisions, conditions, limitations and exclusions contained in the *Policy* or endorsed thereon except for the following:

1. Exclusion

The *Insurers* will not indemnify the *Insured* in respect of:

- 1.1 alterations in the construction method, unforeseen ground conditions or obstructions, improving or stabilising ground conditions or sealing against water ingress, and dewatering, unless necessarily and reasonably incurred following indemnifiable physical loss or physical damage;
- 1.2 overbreak or over-excavation in excess of the design profile and/or for refilling of cavities resulting there from;
- 1.3 damage due to breakdown of the dewatering system if such damage could have been avoided by the use of standby facilities;
- 1.4 loss of bentonite, suspensions, or any media or substance used for excavation support or as a ground-conditioning agent;
- 1.5 the abandonment of sections of *Tunnel Works* that are not subject to indemnifiable physical loss or damage; and
- 1.6 the abandonment or recovery of Tunnel Boring Machines.

2. Limits

In the event of indemnifiable physical loss or physical damage to *Tunnel Works* during the *Period of Insurance* the maximum amount payable under this *Section I* of the *Policy* in respect of *Tunnel Works* shall be limited to the expenses incurred to reinstate the *Property Insured* but not in excess of the applicable *Monetary Limit* as specified herein. Where no *Monetary Limit* is specified then the *Percentage Limit* shall apply.

The *Monetary Limit* shall be inclusive of all applicable Extensions under this *Section I* of the *Policy*. The *Percentage Limit* shall be exclusive of all applicable cover extensions under this *Section I* of the *Policy*. In the event that one *Occurrence* affects two or more *Tunnel Works Elements*, the *Insurer* will pay no more than the highest single *Limit* that is applicable in the circumstances.

3. Definitions

Tunnel Works

means tunnels, caverns, shafts and associated underground structures howsoever constructed and including the renovation of existing underground structures.

This definition shall not apply to non structural elements of the tunnel construction such as cladding, fit-out, monitoring, contracts for electrical and mechanical fit-out, cable installation and building services and the like.

Period of Insurance

As per the *Schedule* of the *Policy*.

Percentage Limit

Calculated in accordance with the following formula:

Immediate Damaged Length x Original Per-Metre Construction Cost x Percentage Multiplier

Percentage Multiplier

means the following: Enter percentage. %.

If no *Percentage* is filled in then 100% shall apply.

Immediate Damaged Length

means the length of *Tunnel Works* permanently physically lost or physically damaged. This shall exclude sections of *Tunnel Works* that are unaffected except for the presence of water or debris. This definition is solely for calculating the *Percentage Limit* under this *Tunnel Works* Clause.

Monetary Limit and Original Per-Metre Construction Cost

means as declared by the *Insured* and agreed by *Insurers* and as follows:

Tunnel Works Element	Original Per-Metre Construction Cost* (currency)	Monetary Limit (currency)
Bored Tunnel Works (i.e. constructed by Tunnel Boring Machine)		Not recommended
Mined Tunnel Works (i.e. constructed by New Austrian Tunnel Method, Sprayed Concrete Lining, Drill & Blast)		Not recommended
Other Tunnel Works		
Caverns	Not recommended	
Cross Passages	Not recommended	
Cut & Cover	Not recommended	
Shafts	Not recommended	
All other Tunnel Works	Not recommended	

*In the absence of such pre-agreed costs and when no *Monetary Limit* is specified, the Original Per-Metre Construction Cost shall be calculated as the total original construction cost of the *Tunnel Works* divided by the total length of the *Tunnel Works*.

CEAR Insurance – Endorsement 14102
Special Insurance Condition: Underground Services

This endorsement forms part of *Section II*

and is subject otherwise to the terms, provisions, conditions, limitations and exclusions contained in the *Policy* or endorsed thereon except for the following:

1. Condition

The *Insurer* shall only indemnify the *Insured* for liability resulting from loss or damage to underground services (such as cables, wires, pipes) under the precondition that prior to the commencement of work the *Insured* has inquired with the relevant authorities about the exact position of all underground services and has taken all reasonable precautions to prevent loss or damage.

2. Limit of Indemnity

The indemnity shall be limited to the actual repair costs and shall not extend to any *Consequential Loss*.

3. Deductible

In respect of each and every *Occurrence* of loss or damage, the *Insurer* shall not be liable for the *Deductible* specified below:

Deductible: Enter percentage. % of loss amount, minimum Enter deductible.

CEAR Insurance – Endorsement 14103
Special Insurance Exclusion: Crops, Forests and Cultures

This endorsement forms part of *Section II*

and is subject otherwise to the terms, provisions, conditions, limitations and exclusions contained in the *Policy* or endorsed thereon except for the following:

1. Exclusion

The *Insurer* shall not indemnify the *Insured* for liability consequent upon loss or damage to crops, forests or any cultures.

CEAR insurance – Endorsement 14104
Special Insurance Exclusion: Dams and Water Reservoirs

This endorsement forms part of *Section I*

and is subject otherwise to the terms, provisions, conditions, limitations and exclusions contained in the *Policy* or endorsed thereon except for the following:

1. Exclusion

1.1. The Insurer shall not indemnify the Insured in respect of costs resulting from:

1.1.1. Any measures which become necessary to improve or stabilize ground conditions or for additional sealing or waterproofing,

1.1.2. Any loss or damage caused by the breakdown of the de-watering system if such loss or damage could have been avoided by the availability of standby facilities,

1.1.3. De-watering unless necessary to reinstate indemnifiable loss or damage,

1.1.4. Any loss or damage caused by subsidence due to insufficient compaction, or

1.1.5. The remedying of any leakage.

CEAR Insurance – Endorsement 14106
Special Insurance Exclusion: Section Lengths

This endorsement forms part of *Section I*

and is subject otherwise to the terms, provisions, conditions, limitations and exclusions contained in the *Policy* or endorsed thereon except for the following:

1. Exclusion

The *Insurer* shall not indemnify the *Insured* for the amount of loss of or damage to embankments, cuttings, benches, ditches, including any cables or pipes laid therein, canals or roads and/or what is mentioned herein which exceeds the average value of the section length specified below.

Property Insured relevant for this exclusion: Enter text.

Section length: Enter length. metres.

Total amount of sections for this *Policy*: Enter amount. **and aggregated to** Enter length. metres.

CEAR Insurance – Endorsement 14110
Special Insurance Condition: Loss Prevention in Respect of Flood and Inundation

This endorsement forms part of *Section I*

and is subject otherwise to the terms, provisions, conditions, limitations and exclusions contained in the *Policy* or endorsed thereon except for the following:

1. Condition

The *Insurer* shall not indemnify the *Insured* for loss or damage resulting from flood or inundation unless the *Insured* has taken adequate measures to protect the *Property Insured* against flood and inundation with a return period of 20 years based on official statistics.

CEAR Insurance – Endorsement 14112
Special Insurance Condition: Fire Protection

This endorsement forms part of *Section I*

and is subject otherwise to the terms, provisions, conditions, limitations and exclusions contained in the *Policy* or endorsed thereon except for the following:

1. Condition

- 1.1. The *Insurer* shall not indemnify the *Insured* for loss or damage resulting from fire if such loss or damage has been aggravated by:
 - 1.1.1. adequate fire-fighting equipment and sufficient extinguishing agents not having been available and operative,
 - 1.1.2. wet riser hydrants not having been installed and made operational up to one level below current work levels,
 - 1.1.3. an adequate number of workmen not having been fully trained in fire-fighting,
 - 1.1.4. the nearest fire brigade not having been made familiar with the *Site* and direct access not having been maintained,
 - 1.1.5. a safety co-ordinator not having been appointed,
 - 1.1.6. storage areas not having been subdivided into storage units not exceeding the value specified below and individual storage units not having been separated by fire-proof walls or not having been 20 m apart,
 - 1.1.7. flammable material, liquids and gases not having been stored at a sufficiently large distance from “hot work”,
 - 1.1.8. fire compartments not having been installed as soon as possible,
 - 1.1.9. openings for lift shafts, service ducts and other voids not having been provisionally closed as soon as possible or upon commencement of fitting-out work,
 - 1.1.10. a “permit to work” system not having been implemented for contractors engaged in “hot work” such as but not limited to welding, soldering, cutting, grinding or the use of open flame,
 - 1.1.11. “hot work” not having been carried out in the presence of workmen adequately equipped with fire extinguishers and not having been trained in fire-fighting,
 - 1.1.12. the area in which “hot work” was carried out not having been inspected at the latest one hour after the work was completed, or
 - 1.1.13. the fire-fighting and fire protection facilities designed for the operation of the *Property Insured* not having been operational before the commencement of *Testing*.

CEAR Insurance – Endorsement 14113
Special Insurance Cover: Inland Transit

This endorsement forms part of *Section I*

and is subject otherwise to the terms, provisions, conditions, limitations and exclusions contained in the *Policy* or endorsed thereon except for the following:

1. Indemnification

The *Insurer* shall indemnify the *Insured* up to the *Limit of Indemnity* specified below in respect of loss of or damage to *Property Insured* whilst in transit within the territorial limit as defined below including unloading at the *Site*.

2. Special Exclusions

The *Insurer* shall not indemnify the *Insured* in respect of liability for *Property Insured* whilst in transit by sea or by air.

Limit of Indemnity: Enter limit. **Limit per conveyance**

Territorial Limit: Enter text.

CEAR Insurance – Endorsement 14115
Special Insurance Exclusion: Defective Part Only Exclusion

This endorsement forms part of *Section I*

and is subject otherwise to the terms, provisions, conditions, limitations and exclusions contained in the *Policy* or endorsed thereon except for the following:

1. Exclusion

Clause 3.4.1 of the Exclusions at *Section I - Project Works* shall be deleted and replaced by the following wording:

“3.4.1 any costs rendered necessary to replace, repair or rectify any property which is defective as a result of any fault, defect, error or omission in design, plan or specification, material or workmanship, but this exclusion shall be limited to the parts immediately effected by such defects and shall not extend to liability for loss or damage to parts of the *Property Insured* lost or damaged as a consequence thereof.”

CEAR Insurance – Endorsement 14116

Special Insurance Cover: Insured Contract Works Taken Over or Put Into Service

This Endorsement forms part of *Section I*

and is subject otherwise to the terms, provisions, conditions, limitations and exclusions contained in the *Policy* or endorsed thereon except for the following:

1. Indemnification

The *Insurer* shall indemnify the *Insured* in respect of physical loss of or damage to parts of the *Property Insured* that were taken over or put into service that occurred during the *Period of Insurance* and which is caused by or arises out of the execution of the *Insured Contract(s)* as set forth in the *Schedule* and which is covered under *Section I*.

2. Deductible

In respect of each and every *Occurrence* of loss or damage, the *Insurer* shall not be liable for the *Deductible* specified below.

Deductible: Enter deductible. **each and every loss/event/Occurrence**

CEAR Insurance – Endorsement 14117
Special Insurance Cover: Property Insured Taken Into Use or Operation

This endorsement forms part of *Section I*

and is subject otherwise to the terms, provisions, conditions, limitations and exclusions contained in the *Policy* or endorsed thereon except for the following:

1. Indemnification

The *Insurer* shall indemnify the *Insured* after the expiry of the *Testing Period* in respect of loss of or damage to *Property Insured* specified below which has been taken into use or operation.

2. Conditions

2.1. This special insurance cover expires on the *Expiry Date* specified below.

2.2. If no *Expiry Date* is mentioned herein than this special insurance cover expires within 7 days after the expiry of the *Testing Period*.

Property Insured to be taken into use: Enter text.

Expiry date: Enter date.

**CEAR Insurance – Endorsement 14118
Special Insurance Exclusion: Wet Risks**

This endorsement forms part of *Section I*

and is subject otherwise to the terms, provisions, conditions, limitations and exclusions contained in the *Policy* or endorsed thereon except for the following:

1. Exclusions

1.1. The *Insurer* shall not indemnify the *Insured* in respect of costs incurred for:

- 1.1.1. loss or damage to berth, wharves, jetties and the likes caused by their subsidence or sinking,
- 1.1.2. *Normal Action of the Sea* and/or river,
- 1.1.3. loss of or damage to more than _____ m or a maximum of 200m of uncompleted or unprotected seawall, quay or other marine structure,
- 1.1.4. loss, damage or liability due to soil erosion,
- 1.1.5. dredging, re-dredging, over dredging or loss of or damage resulting there from,
- 1.1.6. lost or damaged fill material,
- 1.1.7. replacing or rectifying piles or retaining wall elements
 - 1.1.7.1 which have become misplaced or misaligned or jammed during their construction,
 - 1.1.7.2 which are lost or abandoned or damaged during driving or extraction, or
 - 1.1.7.3 which have become obstructed by jammed or damaged piling equipment or casings,
- 1.1.8. rectifying disconnected or de-clutched sheet piles,
- 1.1.9. rectifying any leakage or infiltration of material of any kind,
- 1.1.10. as a result of piles or foundation elements having failed to pass a load bearing test or otherwise not having reached their designed load bearing capacity,
- 1.1.11. for reinstating profiles or dimensions,
- 1.1.12. any floating and other equipment such as caissons, barges and the like and liabilities there from,
- 1.1.13. any mobilization/demobilization and/or other costs which arise for stand-by/waiting on weather of offshore construction equipment,
- 1.1.14. loss or damage to pulling wires, anchors, chains and buoys,
- 1.1.15. loss or damage due to vessel impact or impact of shipping, or
- 1.1.16. marine liability.

2. Definitions

Normal Action of the Sea means the state of the sea, which manifests itself up to No. 8 on the Beaufort Scale, or the state of the tides, current and wave action of the sea, which must be statistically expected to occur once during a 20 year period, whichever is the more onerous.

3. Warranties

- 3.1. It is agreed and understood that subject otherwise to the terms, exclusions and provisions contained in the *Policy* or endorsed thereon, the *Insured* shall:
 - 3.1.1. receive daily weather updates from the local meteorological office during the *Period of Insurance* and make continuous contact to the local meteorological office within 12 hour notice of an imminent storm, and
 - 3.1.2. make navigation distance for public traffic to work side minimum 200m.

CEAR Insurance – Endorsement 14119

Special Insurance Cover: Property Belonging to or Held in the Care, Custody or Control of the Insured

This endorsement forms part of *Section I*

and is subject otherwise to the terms, provisions, conditions, limitations and exclusions contained in the *Policy* or endorsed thereon except for the following:

1. Indemnification

The *Insurer* shall indemnify the *Insured* up to the *Sum Insured* specified below in respect of physical loss of or damage to property other than the *Property Insured* under *Section I* belonging to or held in the care, custody or control of the *Insured* which the *Insured* could not reasonably have foreseen and which is caused by or arises out of the execution of the *Insured Contract(s)* as set forth in the Schedule and which is covered under *Section I*.

2. Deductible

In respect of each and every *Occurrence* of loss or damage, the *Insurer* shall not be liable for the Deductible specified below.

Property Insured: Enter text.

Sum Insured: Enter sum insured.

or

Limit of Indemnity: Enter limit. **Limit on first loss basis and in the aggregate**

Deductible: Enter deductible. **each and every loss/Occurrence**

CEAR Insurance – Endorsement 14120
Special Insurance Cover: Liability Consequent Upon Vibration, Removal or Weakening of Support

This endorsement forms part of *Section II*

and is subject otherwise to the terms, provisions, conditions, limitations and exclusions contained in the *Policy* or endorsed thereon except for the following:

1. Indemnification

- 1.1. The *Insurer* shall indemnify the *Insured* in respect of liability consequent upon loss or damage resulting from vibration or by the removal or weakening of support.
- 1.2. The indemnity provided by this endorsement shall not exceed during the *Period of Insurance* the *Aggregate Limit of Indemnity* specified below.

2. Deductible

In respect of each and every *Occurrence* of loss or damage, the *Insurer* shall not be liable for the *Deductible* specified below.

3. Special Exclusions

- 3.1. The *Insurer* shall not indemnify the *Insured* in respect of liability for:
 - 3.1.1. Any loss or damage that is foreseeable having regard to the nature of the construction work or the manner of its execution,
 - 3.1.2. Any superficial damage which neither impairs the stability of the property, land or buildings nor endangers their users, and
 - 3.1.3. Any costs of loss prevention or minimization measures which become necessary during the *Period of Insurance*.

4. Special Conditions

- 4.1. The *Insurer* shall indemnify the *Insured* in respect of liability for loss or damage to any property or land or building only if
 - 4.1.1. such loss or damage results in the total or partial collapse, and
 - 4.1.2. prior to the commencement of construction its condition is sound and the necessary loss prevention measures have been taken.
- 4.2. If requested by the *Insurer*, the *Insured* shall, before the commencement of work and at its own expense, prepare a report on the condition of any endangered property or land or building.

Aggregate Limit of Indemnity: Enter limit.

Deductible: Enter deductible. **each and every loss/Occurrence**

CEAR Insurance – Endorsement 14121

Special Insurance Exclusion: Piling, Foundation and Retaining Wall Construction Work

This endorsement forms part of *Section I*

and is subject otherwise to the terms, provisions, conditions, limitations and exclusions contained in the *Policy* or endorsed thereon except for the following:

1. Exclusions

1.1. The *Insurer* shall not indemnify the *Insured* in respect of costs incurred:

1.1.1. for replacing or rectifying piles or retaining wall elements

1.1.1.1. which have become misplaced or misaligned or jammed during their construction,

1.1.1.2. which are lost or abandoned or damaged during driving or extraction, or

1.1.1.3. which have become obstructed by jammed or damaged piling equipment or casings,

1.1.2. for rectifying disconnected or de-clutched sheet piles,

1.1.3. for rectifying any leakage or infiltration of material of any kind,

1.1.4. for filling voids or for replacing lost bentonite,

1.1.5. as a result of piles or foundation elements having failed to pass a load bearing test or otherwise not having reached their designed load bearing capacity, and

1.1.6. for reinstating profiles or dimensions.

2. Special conditions

2.1. These aforementioned special exclusions shall not apply to loss or damage resulting from a *Natural Hazard*.

2.2. The burden of proving that loss of or damage to *Property Insured* results from a *Natural Hazard* shall be upon the *Insured*.

CEAR Insurance – Endorsement 14201
Special Insurance Cover: Guarantee Maintenance Cover

This endorsement forms part of *Section I*

and is subject otherwise to the terms, provisions, conditions, limitations and exclusions contained in the *Policy* or endorsed thereon except for the following:

1. Indemnification

- 1.1 The *Insurer* shall indemnify the *Insured* in respect of loss of or damage to *Property Insured* which occurred during the *Period* specified hereunder which
- 1.1.1 was caused by an *Insured* contractor in the course of any operations carried out by him for the purpose of complying with his obligations under the provisions of the *Insured Contract(s)* or,
- 1.1.2 was caused prior to the inception of the *Period* of the lost or damaged *Property Insured*.

2. Deductible

In respect of each and every *Occurrence* of loss or damage, the *Insurer* shall not be liable for the *Deductible* specified below.

3. Definitions

Defects Liability Period

means a period during which the *Insured* contractor(s) comply with its obligations to complete outstanding work and remedy defects pursuant to the provisions of *the Insured Contract(s)*.

4. Period of Guarantee Maintenance Cover

- 4.1 The *Guarantee Maintenance Cover* as set forth in this endorsement shall commence for each item of *Property Insured* on the date it has been taken into use or into occupation or on the date a *Taking-over Certificate* has been issued or is deemed to have been issued, whichever is the earlier.
- 4.2 The *Guarantee Maintenance Cover* as set forth in this endorsement for each item of *Property Insured* shall cease upon expiry of the *Period* or the expiry date specified below, whichever is the earlier.

5. Exclusions

The *Insurer* shall not indemnify the *Insured* in respect of liability for any costs rendered necessary to replace, repair or rectify *Property Insured* which is defective as a result of any fault, defect, error or omission in design, plan, specification, material or workmanship, but should any part of the *Property Insured* containing any such defect become lost or damaged, the costs excluded are those which the *Insured* would have incurred to replace, repair or rectify the original defect if such defect had been discovered immediately before the *Occurrence* of loss or damage.

Guarantee Maintenance Cover Period: Enter period. months

Deductible: Enter deductible. each and every loss/*Occurrence*

CEAR Insurance – Endorsement 14204
Special Insurance Exclusion: Hydrocarbon Processing Industries 1

This endorsement forms part of *Section I and II*

and is subject otherwise to the terms, provisions, conditions, limitations and exclusions contained in the *Policy* or endorsed thereon except for the following:

1. Exclusions

1.1. The *Insurer* shall not, from the time of introduction of any hydrocarbons into the plant, indemnify the *Insured* in respect of loss of or damage to

1.1.1. catalysts,

1.1.2. reforming units as a result of overheating or cracking of tubes,

1.1.3. any *Property Insured* as a result of overheating or cracking following an exothermic reaction,

1.1.4. the insured plant as a result of the *Insured* not complying with safety regulations or wilfully interfering with the operation of safety devices,

and for any liability resulting therefrom.

2. Deductible

In respect of each and every *Occurrence* of loss or damage the *Insurer* shall not be liable for the *Deductible* specified below.

Deductible: Enter deductible. **each and every loss/Occurrence**

CEAR Insurance – Endorsement 14205
Special Insurance Exclusion: Hydrocarbon Processing Industries 2

This endorsement forms part of *Section I and II*

and is subject otherwise to the terms, provisions, conditions, limitations and exclusions contained in the *Policy* or endorsed thereon except for the following:

1. Exclusion

Clause 1.1.1. of endorsement 14204 shall be replaced by the following wording:

“1.1.1. catalysts unless such loss or damage results from an otherwise indemnifiable *Occurrence* of loss of or damage to *Property Insured*,”

CEAR Insurance – Endorsement 14217
Special Insurance Conditions: Open Trenches, Pipes, Cables and Ducts

This endorsement forms part of *Section I*

and is subject otherwise to the terms, provisions, conditions, limitations and exclusions contained in the *Policy* or endorsed thereon except for the following:

1. Condition

- 1.1 the *Insurer* shall only indemnify the *Insured* for loss, damage or liability directly or indirectly caused to or by embankments, cuttings and benchings, ditches, canals or road and alike works if these embankments, cuttings and benchings, ditches, canals or road and alike works are constructed in sections not exceeding in total the length stated below, irrespective of the state of completion of the insured works, and the indemnification for loss or damage caused by any one *Occurrence* shall be limited to the cost of repair of such sections.
- 1.2. The *Insurer* shall not indemnify the *Insured* for loss of or damage to open trenches, pipes, cables and ducts resulting from *Flood* and inundation unless:
 - 1.2.1. immediately after pipes have been laid, cables and ducts are secured against displacement by *Flood* or inundation,
 - 1.2.2. pipes and ducts are plugged and manholes are closed in such a manner to prevent the ingress of water or other foreign bodies, and
 - 1.2.3. trenches are backfilled immediately after completion of the last tests.

2. Special Exclusion

The *Insurer* shall not indemnify the *Insured* for the amount of loss of or damage to open trenches, pipes, cables and ducts, which exceeds the average value of the open trench length specified below.

Section length: Enter length. metres

Total amount of sections for this Policy: Enter amount. and aggregated to Enter length. metres

CEAR Insurance – Endorsement 14218
Special Insurance Cover: Costs for Leak Search

This endorsement forms part of *Section I*

and is subject otherwise to the terms, provisions, conditions, limitations and exclusions contained in the *Policy* or endorsed thereon except for the following:

1. Indemnification

- 1.1. The *Insurer* shall in the event of indemnifiable loss of or damage to *Property Insured* indemnify the *Insured* in respect of reasonable leak search costs.
- 1.2. The indemnity provided by this endorsement shall not exceed during the *Period of Insurance* or for the agreed testing sections the Limits of Indemnity specified below.
- 1.3. The costs for leak search shall include the costs incurred for:
 - 1.3.1. hydrostatic testing, including the cost of leasing special apparatus and the cost of the operation and transport of such apparatus, and
 - 1.3.2. earthwork in trenches necessary in the search for and repair of leaks, e.g. excavation, uncovering of the pipeline, backfilling.

2. Special Conditions

It is a precondition of this extension of cover that the percentage of the welding seams specified below have been X-rayed and any deficiencies thereby discovered have been repaired properly.

3. Exclusion

Any costs resulting from faulty repair of welding seams shall be excluded from the cover.

Limit of Indemnity per section being tested: Enter limit.

Aggregate Limit of Indemnity: Enter limit.

Percentage of X-rayed welding seams: Enter percentage. %

**CEAR Insurance – Endorsement 14219
Special Insurance Condition: Directional Drilling**

This endorsement forms part of *Section I*

and is subject otherwise to the terms, provisions, conditions, limitations and exclusions contained in the *Policy* or endorsed thereon except for the following:

1. Conditions

- 1.1. The *Insurer* shall not indemnify the *Insured* for loss or damage occurring during directional drilling operations, unless
 - 1.1.1. a soil analysis required for drilling operations in accordance with latest technical standards has been carried out prior to the commencement of work, and
 - 1.1.2. the *Insured* contractor is familiar with the drilling technique.

2. Special Exclusions

- 2.1. The *Insurer* shall not indemnify the *Insured* for loss or damage resulting from:
 - 2.1.1. missing the target point of the drilling,
 - 2.1.2. deviations from the scheduled direction,
 - 2.1.3. loss of or change in the drilling mud (e.g. bentonite), and
 - 2.1.4. damage to the outer insulation of the pipeline in the area of directional drilling.

3. Sum insured

The *Sum Insured* shall be the drilling costs plus the material value of the pipeline to be drilled plus the value of the drilling equipment.

4. Limit of Indemnity

The Limit of Indemnity for any one *Occurrence* of loss or damage shall not exceed the limit specified below.

Limit of Indemnity: Enter limit.

5. Deductible

In respect of each and every *Occurrence* of loss or damage, the *Insurer* shall not be liable for the *Deductible* specified below.

Deductible: 20% of the loss amount, with a minimum of Enter deductible. **for each and every loss/Occurrence.**

CEAR Insurance – Endorsement 14222
Special Insurance Exclusion: Directional Drilling

This endorsement forms part of *Section I*

and is subject otherwise to the terms, provisions, conditions, limitations and exclusions contained in the *Policy* or endorsed thereon except for the following:

1. Exclusions

The *Insurer* shall not indemnify the *Insured* for loss, damage or liability resulting from directional drilling operations