

CEAR – Construction and Erection All Risk Policy

Construction and Erection All Risk Policy

Policy No. Enter policy number.

Version 1.1

Status: July 2015

This *Policy* is effected between

1. Enter the name of the insured,
hereinafter the *Insured*.

and

2. Enter the name of the insurer,
hereinafter the *Insurer*.

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1 Principle of this Insurance

This *Policy* is entered into between the *Named Insured* and the *Insurer*.

The *Named Insured* has submitted to the *Insurer* a *Proposal* requesting insurance cover to be provided under one or more *Sections* of this *Policy* and the *Proposal* has been accepted by the *Insurer*.

Subject to the *Named Insured* having paid the *Premium* to the *Insurer* as agreed within this *Policy* and subject to the terms, provisions, conditions, warranties and exclusions contained herein or endorsed hereon the *Insurer* shall indemnify the *Insured* in the manner and to the extent stated in the *Section(s)* as set forth in the *Schedule*.

The *Named Insured* acknowledges that it has ensured and shall continue to ensure that all parties named as *Insured* in any *Section* of this *Policy* disclose to it all information required to be provided to the *Insurer* and shall at all times comply with any obligations which are placed upon the *Insured* by any provision of this *Policy*.

2 Schedule

2.1 Policy

Enter No.

Enter currency.

Ref. No:

Currency

2.2 Name and address of the Insurer

Enter name.

Enter address.

Name

Address

2.3 Name and address of the Insured

Enter name.

Enter address.

Name

Address

Section I and II:

Enter named insured.

Named Insured

Enter other insured(s).

Other Insured(s)

Section III (if applicable):

Enter named insured.

Named Insured

2.4 Construction and Erection Project

Enter insured project

Insured Project

2.5 Insured Contract

Enter insured contract.

Insured Contract

2.6 Insured Site: [Click here to enter text.](#)

Enter address.

Address

2.7 Construction and Erection Period

Enter Date

Inception Date

Enter Date

Scheduled Date of Commencement of the
Business Insured

2.8 Coverage:

The following *Sections* forming part of this *Policy*:

Section I	<input checked="" type="checkbox"/>	
Section II	<input type="checkbox"/>	
Section III	<input type="checkbox"/>	(only in combination with Section I)

In case of the application of *Section III* the following business shall be insured:

Enter business insured.

Business Insured

In case of the application of *Section III* the following *Interest Insured* shall be insured:

Gross Profit	<input type="checkbox"/>
Specified Standing Charges	<input type="checkbox"/>

Interest Insured

If the *Interest Insured* shall be the *Specified Standing Charges* the following fixed costs shall apply:

Enter fixed costs

Specified Standing Charges

2.9 Sum Insured/Limit of Liability

Section I:

Construction/Erection work:

[Click here to enter text.](#)

Materials and services rendered by the owner:

[Click here to enter text.](#)

Sum Insured Section I:

[Click here to enter text.](#)

If the actual *New Reinstatement Value* exceeds the declared *Sum Insured* above then the *Sum Insured* shall be deemed to be increased by the amount in excess but by not more than Enter amount. % of the *Sum Insured* declared at the commencement of the *Policy*.

Section II:

Limit of Liability:

Limit per *Insured Event*:

[Click here to enter text.](#)

Total Aggregate Limit:

[Click here to enter text.](#)

Section III:

The *Annual Gross Profit*:

[Click here to enter text.](#)

or

The *Annual Specified Standing Charges*
(*Fix costs*):

[Click here to enter text.](#)

Maximum Indemnity Period:

[Click here to enter text.](#)

Sum Insured:

[Click here to enter text.](#)

Should the *Maximum Indemnity Period* exceed twelve months, the *Gross Profit* or the *Specified Standing Charges* shall be the pro rata amount for that period.

2.10 Reports and time interval – for Section III compulsory.

Progress Report at inception and each following [Enter interval.](#) month

2.11 Period of Insurance:

Period of Insurance for Sections I, II and III:

The insurance cover for *Section I*, *Section II* and *Section III* during the *Construction and Erection Period* shall begin upon commencement of physical work or storage on the *Site* or on the following *Inception Date*, whichever is the later.

The insurance cover for *Section I*, *Section II* and *Section III* shall cease for each item of *Property Insured* on the *Scheduled Date of Commencement* of the *Business Insured* or on the date such item has been taken into use or into operation or on the date a *Taking-over Certificate* has been issued or is deemed to have been issued, whichever is the earlier.

Notwithstanding the above, the insurance cover under *Section III* shall cease on the date of *Commencement of the Business Insured* if this date is achieved earlier.

At the latest all insurance cover for the *Construction and Erection Period* shall cease on the *Scheduled Date of Commencement* of the *Business Insured*.

The *Construction and Erection Period* includes a *Testing Period* of max. [Click here to enter number.](#) weeks per item.

The *Testing Period* shall commence for each item of *Property Insured* with the application of the first test load or the first introduction of fuel, feedstock or process materials and shall count continuously for the duration specified in the *Schedule* or until the item has passed its tests, whichever is the earlier.

Extensions of Period of Insurance:

Any extensions of the *Periods of Insurance* for *Section I*, *Section II* and *Section III* shall be subject to the separate prior written consent of the *Insurer*.

Maintenance Cover for Section I:

The *Period of Insurance* for the *Maintenance Cover* during the *Defects Liability Period* for each item shall directly follow the *Period of Insurance* for the *Construction and Erection Period* as a *Maintenance Cover* of [Click here to enter number.](#) months if endorsed as per *Endorsement* 14003, 14004, 14201.

2.12 Deductibles/Time Excess:

Section I:

In respect of each and every *Occurrence* of indemnifiable loss or damage the *Insurer* shall not be liable for the amount of

Enter total amount	in respect of <i>Natural Hazards</i>	
Enter amount.	in respect of	Enter amount.

Enter amount.	in respect of	Enter amount.
Enter amount.	in respect of all other causes	
Enter amount.	during the <i>Testing Period</i>	
Enter amount.	during the <i>Maintenance Cover</i>	

In the event of an indemnifiable loss or damage resulting from one *Occurrence* and more than one *Deductible* may apply the *Insured* shall not be called upon to bear more than the highest single *Deductible*.

Section II:

The *Insured's Deductible* is [Click here to enter text.](#) each and every *Insured Event*.

In respect of any compensation for each and every *Insured Event* including *Defense Costs*, the *Insurer* shall indemnify only in excess of the amount of the *Insured's Deductible*.

Section III:

Time Excess

In respect of an indemnifiable loss of *Interest Insured* the *Insurer* shall not be liable for the amount obtained by multiplying the average daily value of the loss of *Interest Insured* sustained during the *Indemnity Period* by the number of [Click here to enter number.](#) days.

2.13 Premium:

Section I and II: [Click here to enter amount.](#) calculated at [Click here to enter number.](#) ‰ of *Sum Insured* for *Section I* (Premium Rate)

Section III: [Click here to enter amount.](#) calculated at [Click here to enter number.](#) ‰ of *Sum Insured* for *Section III* (Premium Rate)

Premium Payment Conditions:

[Click here to enter text.](#)

2.14 Territorial Limits:

Section I and III: [Click here to enter text.](#)

Section II: [Click here to enter text.](#)

2.15 Law and Jurisdiction:

This *Policy* shall be governed by the laws of _____ and except where the provisions of the *Arbitration Clause* shall apply according to the *Arbitration Clause*, the courts of _____ shall have exclusive jurisdiction in any dispute arising out of or in connection with this *Policy*.

In case no specific law and/or court is filled in the gaps above the laws of England and Wales and the courts of London shall apply.

2.16 Seat of Arbitration: [Click here to enter text.](#)

In case no seat is filled in the seat of arbitration shall be London.

2.17 Limits:

Overall Policy Limit of Liability for *Section I* and *III* shall be the *Sums Insured* specified above, unless stated as follows: [Click here to enter amount.](#)

Limit for Removal of Debris: [Click here to enter amount.](#) or Enter percentage. % of loss amount, maximum [Enter amount.](#)

Sublimits and Special Conditions:

Clause/Peril	Sublimit/Condition	Applies to Section
Click here to enter text.	Click here to enter text.	Click here to enter text.

Each **Sublimit** stated in this *Policy* applies as part of, and not in addition to, the *Overall Policy Limit of Liability* for an *Occurrence* insured hereunder and in excess of the *Deductibles*. Each *Sublimit* is the maximum amount potentially recoverable from all insurance layers combined for all insured loss, damage, expense, time element or other insured interest arising from or relating to that aspect of the *Occurrence*, including but not limited to type of property, construction, geographic area, zone, location, or peril.

If insured under this *Policy*, any *Sublimit* for *Earthquake*, *Flood* or *Storm* is the maximum amount potentially recoverable from all insurance layers combined for all insured loss, damage, expense, time element/business interruption/delay in start-up or other insured interest arising from or relating to such an *Occurrence*. If a *Storm* and/or *Earthquake* occur(s) in conjunction with *Flood*, the *Sublimit* for that *Storm* and/or *Earthquake* applies within and erodes the *Flood Sublimit*.

2.18 Endorsements:

The following *Endorsements* forms part of the *Policy*:

Endorsement	Sublimit/Deductible/Condition	Applies to Section
Click here to enter text.	Click here to enter text.	Click here to enter text.

2.19 Signatures:

This *Policy* has been executed and signed by the *Representatives* of the *Insurer* and the *Named Insured* as follows:¹

Enter date.	Sign here.
Date	Insurer
Enter date.	Sign here.
Date	Named Insured

¹ No *Section* of this *Policy* shall be effective unless the *Schedule* is both signed and dated by the *Insurer* and *Named Insured*.

3 Section I – Project Works

3.1 Indemnification

- 3.1.1 The *Insurer* shall indemnify the *Insured* for any direct and sudden physical loss of or damage to the *Property Insured* which the *Insured* could not reasonably have foreseen and which occurs at the *Site* during the *Period of Insurance* due to any cause not specifically excluded.
- 3.1.2 The *Insurer's* maximum limit of liability in an *Occurrence* shall not exceed the *Sum Insured* unless otherwise stipulated in this *Policy*.
- 3.1.3 Removal of Debris
Following loss or damage indemnifiable by this *Section* the *Insurer* shall additionally indemnify the *Insured* up to the amount or percentage specified in the *Schedule* in respect of the costs and expenses necessarily incurred to remove and dispose of debris, to dismantle, demolish, shore or prop up *Property Insured*.

3.2 Sum(s) Insured

- 3.2.1 The *Sum Insured* specified in the *Schedule* shall not be less than the *New Reinstatement Value* at the completion date of the *Insured Contract(s)*. However, the adjusted *Sum Insured* shall be limited by the total amount of the *Sum Insured* plus the percentage of the *Sum Insured* as stated in the *Schedule*.
- 3.2.2 In the event of any indemnification under this *Section* the *Sum Insured* shall automatically be reinstated.

3.3 Premium

- 3.3.1 A deposit *Premium* shall be paid at the inception of this *Section* and shall be calculated by multiplying the total *Sum Insured* by the *Premium Rate* unless otherwise agreed upon in the *Schedule*.
- 3.3.2 If during the *Period of Insurance* the *Sum Insured* is increased or decreased, the *Premium* shall be adjusted accordingly.
- 3.3.3 A final adjustment of the *Premium* shall be made at the completion of the *Insured Contract(s)* upon the full and final contract value.
- 3.3.4 Non-receipt of any due and payable *Premium* as set forth in the *Schedule* shall entitle the *Insurer* to cancel the *Policy* within 30 days given written notice. Such cancellation does not release the *Insured* from the duty of *Premium* payment on a pro rata temporis basis.

3.4 Exclusions

In addition to the exclusions as set forth in the *General Exclusions Section*, the following shall be excluded from the cover provided by this *Section*:

- 3.4.1 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;
- 3.4.2 Any loss or damage directly or indirectly resulting from wear and tear, corrosion, oxidation or deterioration of *Property Insured*, but this exclusion shall be limited to the parts immediately affected and shall not extend to liability for loss of or damage to parts of the *Property Insured* lost or damaged as a consequence thereof;
- 3.4.3 Any loss of or damage to bills, currency, stamps, deeds, evidences of debt, notes, securities or cheques;
- 3.4.4 Any loss or disappearance which is discovered only at the time of taking an inventory or which is not traceable to a specific *Occurrence* of loss or damage otherwise indemnifiable under this *Section*;
- 3.4.5 Any *Consequential Loss*;
- 3.4.6 Any loss or damage directly or indirectly caused by and caused to nuclear material and radioactive products or waste from the use of nuclear material;
- 3.4.7 Any loss or damage directly or indirectly caused by mould, mildew, fungus, spores or other microorganism of any type, nature, or description;
- 3.4.8 Any costs caused directly or indirectly by the removal of asbestos, dioxin or polychlorinated biphenols; or
- 3.4.9 Any loss, damage, destruction, distortion, erasure, corruption or alteration of electronic data from any cause whatsoever (including but not limited to computer virus) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting there from, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

3.5 Conditions for Loss Settlement

In the event of any indemnifiable loss or damage the basis of loss settlement under this *Section* shall be as follows:

- 3.5.1 In cases where damage can be repaired the *Insurer* shall indemnify the costs necessarily incurred to restore the *Insured Property* to its condition immediately before the *Occurrence* of loss or damage.
- 3.5.2 If the costs of repairs equal or exceed the *Actual Value* of the damaged *Property Insured* immediately before the *Occurrence* of loss or damage, that *Property Insured* shall be deemed to be a total loss (hereinafter referred to as a “Total Loss”).
- 3.5.3 In the event of a Total Loss the *Insurer* shall pay the *Actual Value* of the *Property Insured* immediately before the *Occurrence*, provided all costs have been included in the *Sum Insured*.
- 3.5.4 If, in the event of loss or damage, it is found that the *Sum Insured* is less than the amount required to be insured, then the amount recoverable by the *Insured* under this *Section* shall be reduced in such proportion as the *Sum Insured* bears to the amount required to be insured.
- 3.5.5 The cost of any provisional repairs shall be borne by the *Insurer* if such repairs constitute part of the final repairs and do not increase the total cost of repairs.
- 3.5.6 The amount payable by the *Insurer* shall be reduced by the value of any salvage.
- 3.5.7 Should *Electronic Data* processing media insured by this *Policy* suffer physical loss or damage insured by this *Policy*, then the basis of valuation shall be the cost of the blank media plus the costs of copying the *Electronic Data* from back-up or from originals of a previous generation. These costs shall not include research and engineering nor any costs of recreating, gathering or assembling such *Electronic Data*.

If the media is not repaired, replaced or restored, the basis of valuation shall be the cost of the blank media. However, this *Policy* does not insure any amount pertaining to the value of such *Electronic Data* to the *Insured* or any other party, even if such *Electronic Data* cannot be recreated, gathered or assembled.

3.6 Definitions Applicable to Section I

Construction and Erection Period

means a period during which construction and erection work is carried out pursuant to the provisions of the *Insured Contract(s)*.

Electronic Data

means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

Natural Hazards

means an *Occurrence* due to natural causes, directly and exclusively without human intervention and which could not have been foreseen or if foreseen, could not have been resisted by any amount of human care or skill.

Occurrence

means the sum of all individual losses directly occasioned by any one disaster, accident or loss or series of disasters, accidents or losses arising out of one event. Where the term Occurrence applies to disasters, accidents or losses resulting from the perils of *Storm*, hail, *Flood*, *Earthquake*, riot, civil commotion, strike, lockout, vandalism, theft and malicious mischief, covered under this *Policy*, one *Occurrence* shall be further limited to all individual losses arising during a continuous period of seventy-two (72) hours. When filing proof of loss, the *Insured* may elect the moment at which such seventy-two (72) hour period shall be deemed to have commenced, which shall not be earlier than when the first loss to property or interests *Insured* under this *Policy* occurs. However, the *Insurer* shall not be liable hereunder for individual losses or the sum of all individual losses:

1. directly occasioned by disasters, accidents or losses occurring before this *Policy* becomes effective; or
2. arising from an event which is in progress at the time this *Policy* becomes effective, even if such event occurs after this *Policy* becomes effective; or
3. directly occasioned by disasters, accidents, or losses occurring after the expiration of this *Policy*, except such individual losses arising from an event which is in progress at the time this *Policy* expires.

Taking-over Certificate

means the *Taking-over Certificate* or certificate of practical completion, provisional acceptance or other certificate confirming substantial completion of the *Property Insured* or any parts of the *Property Insured* to be issued by the *Insured's* architect, engineer, contract administrator or other supervising officer under the *Insured Contract(s)*.

Testing Period

Means the *Testing Period* which shall commence for each item of *Property Insured* with the application of the first test load or the first introduction of fuel, feedstock or process materials and shall last for the duration specified in the *Schedule* or until the item has passed its tests, whichever is the earlier.

4 Section II – Third Party Liability

4.1 Insurance Cover

4.1.1 Indemnification

The *Insurer* shall indemnify the *Insured* for those sums for which the *Insured* becomes legally liable to pay for compensation as a result of an *Insured Event* as defined below.

The *Property Insured* or insurable under *Section I* of this *Policy* or which would but for the deductibles or exclusions therein be the subject of indemnity under *Section I* shall not be covered under *Section II*.

4.1.2 Insured Event

An *Insured Event* is

- accidental death of or bodily injury to or illness of *Third Parties* or
- accidental loss of or damage to tangible property belonging to *Third Parties*

caused by the *Insured's* activities directly related with the construction, erection and testing of the *Property Insured* as stated in the *Schedule*, occurring in the immediate vicinity of the *Site* and during the *Period of Insurance* as specified in the *Schedule*.

4.1.3 Claims Series

Several *Insured Events* attributable to the same cause or event shall count as a single *Insured Event*.

4.2 Limit of Indemnity

4.2.1 The *Insurer's* maximum liability for all compensations arising from any one *Insured Event* shall not exceed the combined single limit per *Insured Event* specified in the *Schedule*.

4.2.2 The *Insurer's* total liability for all *Insured Events* together shall not exceed the *Total Aggregate Limit* for the *Period of Insurance* as specified in the *Schedule*.

4.2.3 All costs and expenses including *Costs of Legal Defense* and interest erode the limit of indemnity.

4.3 Defense Costs

In respect of an indemnifiable claim covered under this *Section*, the *Insurer* shall indemnify the *Insured* for all *Costs of Legal Defense* undertaken under the *Insurers* written consent.

4.4 Cross Liability

Without increasing the *Insurer's* maximum liability *per Insured Event* or *per Period of Insurance* as stated in the *Schedule*, the coverage under this *Section* shall apply to each *Insured* as if a separate policy had been issued to each party.

4.5 Exclusions

In addition to the *General Exclusions Section*, the following shall be excluded from the cover provided by this *Section*:

- 4.5.1 Liability resulting from any loss of or damage to any property or land or building caused by vibration or by the removal or weakening of any support;
- 4.5.2 Liability resulting from any loss of or damage to underground services, such as, but not limited to, cables, wires, pipes etc.;
- 4.5.3 Liability resulting from the ownership or possession of or use by or on behalf of the *Insured* of any waterborne vessel or any aircraft or any vehicle licensed for general road use other than when being used as a tool of trade on the *Site*;
- 4.5.4 Liability resulting from the death of or bodily injury to or illness of the *Insured*, their *Representatives* or of *Employees* or workmen of the *Insured*;
- 4.5.5 Claims for performance of contract or for compensation in lieu of performance;
- 4.5.6 Liability resulting from products not manufactured by the *Insured*;
- 4.5.7 Liability resulting from loss of or damage to property held in care, custody or control by the *Insured* or any property on which the *Insured* is directly working upon;
- 4.5.8 Claims on the grounds of a contractual agreement or express warranty above and beyond the scope of statutory liability;
- 4.5.9 Liability resulting from pollution other than that caused by a sudden and accidental incident;
- 4.5.10 Liability for fines, penalties; punitive, exemplary or non-compensatory damages;
- 4.5.11 Liability arising out of professional services rendered (e.g. architect, engineer, designer, promoter, sales agent etc.) regardless whether rendered on- or off-Site;
- 4.5.12 Decennial liability, inherent defect liability;
- 4.5.13 Liabilities to be covered under statutory law or obligatory insurances;

- 4.5.14 Claims subject to legislations and/or jurisdictions of territories which are not mentioned in the *Territorial Limits* as set forth in the *Schedule*;
- 4.5.15 Liabilities related to asbestos, lead paint, toxic mold, dioxin, polychlorinated biphenols; and
- 4.5.16 Liabilities arising out of any *Insured Event* which is inevitable having regard to the circumstances and the nature of the work undertaken.

4.6 Obligations, Procedures

In addition to the obligations stipulated in the *General Conditions Section*, the following shall apply:

- 4.6.1 The *Insured* shall inform the *Insurer* in writing as soon as reasonably practicable upon becoming aware of any of the following:
- 4.6.1.1 Any *Insured Event* as well as any circumstance which might lead to an *Insured Event*;
 - 4.6.1.2 The assertion of a claim for compensation;
 - 4.6.1.3 The service of a penal order or institution of criminal, administrative or disciplinary proceedings against the *Insured*; and
 - 4.6.1.4 All actions taken by *Third Parties* to secure a court judgement on claims for compensation.
- 4.6.2 The *Insured* must assist the *Insurer* in investigating and settling or defending against the claim. In particular the *Insured* shall adhere to the following:
- 4.6.2.1 The *Insured* must give the lawyer (defending counsel, legal aid) appointed by the *Insurer* power of attorney, provide it with all the information it requires, and entrust it with the conduct of the proceedings; and
 - 4.6.2.2 The *Insured* is not entitled to recognise nor to enter into any settlement on any claim in full or in part without the *Insurer's* prior consent.
- 4.6.3 The *Insurer* shall be authorised to issue in the *Insured's* name all declarations that it deems expedient in the context of his obligation to indemnify.

4.7 Definitions Applicable to Section II

Accidental

means unintended and unexpected.

Costs of Legal Defense

means any reasonable legal costs and expenses.

Employees

means

- anyone directly employed by the *Insured*,
- labour masters or suppliers and persons supplied by them,
- persons employed by labour-only subcontractors,
- self-employed persons, drivers and/or operators of plant hired by the *Insured* including drivers and/or operators supplied by any plant hire company who are stated to be or deemed to be employees of the *Insured* pursuant to any terms of any plant hire agreement,
- persons gaining work experience or undergoing training,
- any other person hired or borrowed by an *Insured* party, or
- voluntary workers

who are working under the direction or control of the *Insured* in connection with the performance of an *Insured Contract* under *Section I*.

5 Section III – Delay in Start-up

5.1 Indemnification

5.1.1 The *Insurer* shall indemnify the *Named Insured* as defined in the *Schedule* for a loss of the *Interest Insured* - unless specifically excluded – caused by a *Delay in Start-up* of the *Business Insured*.

5.1.2 The indemnity for the loss of *Interest Insured* shall be in respect of:

5.1.2.1 *Gross Profit*, the loss actually sustained by the *Named Insured* during the *Indemnity Period* resulting from a reduction in *Turnover* including any *Increased Cost of Working* or

5.1.2.2 *Specified Standing Charges*, the amount actually not earned during the *Indemnity Period* resulting from a reduction in *Turnover* including any *Increased Cost of Working*.

5.1.3 The indemnity shall not exceed the *Sum Insured* for the *Maximum Indemnity Period* as specified in the *Schedule*.

5.2 Period of Insurance

5.2.1 Any extension of the *Period of Insurance* under *Section I* shall not automatically extend the *Period of Insurance* for this *Section III*.

5.2.2 Any anticipated change in the *Scheduled Date of Commencement of the Business Insured* as set forth in the *Schedule* shall be reported to the *Insurer* and be effective for this *Section* only if specifically agreed upon by the *Insurer* in writing.

5.2.3 If as a result of a *Delay in Start-up* the *Period of Insurance* under this *Section* is to be extended, the *Time Excess* and the *Maximum Indemnity Period* shall be renegotiated and agreed upon in writing.

5.3 Indemnity Period

The *Indemnity Period* shall be the period during which the *Interest Insured* is affected as a result of the *Delay in Start-up*, beginning at the *Scheduled Date of Commencement of the Business Insured* as set forth in the *Schedule* and not exceeding the *Maximum Indemnity Period* specified in the *Schedule*.

5.4 Premium

- 5.4.1 A deposit *Premium* shall be paid at the inception of this *Section* and shall be calculated by multiplying the *Sum Insured* by the *Premium Rate*.
- 5.4.2 If the *Insured* declares and his auditors have certified that the amount of the *Interest Insured* during the accounting period of twelve months following the *Date of Commencement of the Business Insured* as set forth in the *Schedule* or the date on which but for the *Delay in Start-up* the *Business Insured* would have commenced was less than the annual *Sum Insured*, a pro rata return of *Premium* not exceeding one third of the *Premium* paid shall be made in respect of the difference.
- 5.4.3 If any loss or damage has occurred giving rise to any payment in respect of a loss of the *Interest Insured* then the amount calculated before application of the *Time Excess* shall be added to the amount certified by the *Insured's* auditors under Clause 5.4.2 and any return of *Premium* shall be based on the difference between such sum and the *Sum Insured*. Non-receipt of any due and payable *Premium* as set forth in the *Schedule* shall entitle the *Insurer* to cancel the *Policy* within 30 days given written notice. Such cancellation does not release the *Insured* from the duty of *Premium* payment on a pro rata temporis basis.

5.5 Exclusions

In addition to the *General Exclusions Section*, the following shall be excluded from the cover provided by this *Section*:

- 5.5.1 Loss of *Interest Insured* due to any *Delay in Start-up* resulting from:
- 5.5.1.1 Any loss or damage covered under *Section I* by way of endorsement unless expressly specified as covered in the *Schedule*;
 - 5.5.1.2 Any loss of or damage to fuel or feedstock or any materials necessary for the *Business Insured* unless expressly agreed to form part of the *Property Insured* under *Section I*;
 - 5.5.1.3 Redesigning, altering, adding to or improving the *Property Insured* or rectifying defects or faults;
 - 5.5.1.4 Any loss of or damage to the *Property Insured* under *Section I* or any part thereof
 - 5.5.1.4.1 which has been taken into use or operation or
 - 5.5.1.4.2 for which a *Taking-over Certificate* has been issued or is deemed to have been issued;

- 5.5.1.5 Any loss of or damage to items of a prototype nature, unless expressly specified as covered in the *Schedule*;
- 5.5.1.6 Any restrictions imposed by a public authority; or
- 5.5.1.7 Non-availability of funds;
- 5.5.2 The amounts of any fines or damages for breach of contract, for late or non-completion of orders or for penalties of whatever nature; or
- 5.5.3 Loss of *Interest Insured* resulting from suspension, lapse or cancellation of a lease, licence, order, contract or agreement other than the loss of *Interest Insured* incurred during the *Delay in Start-up*.

5.6 Claims Notification and the Insured's Special Obligations Following an Occurrence of Loss or Damage

- 5.6.1 In the event of any *Occurrence* of loss or damage which might cause a *Delay in Start-up*
 - 5.6.1.1 the *Named Insured* shall as soon as reasonably practicable notify the *Insurer* of such *Occurrence* and promptly thereafter send its written confirmation thereof; and
 - 5.6.1.2 the *Insurer* or an appointed agent shall have unlimited access to the *Site* to establish the possible cause and extent of the loss or damage, its effect on the *Interest Insured*, to examine the possibilities for minimizing the *Delay in Start-up* and if necessary to make reasonable recommendations for the avoidance or minimization of such delay.
- 5.6.2 In the event of a claim being made under this *Section*, the *Insured* shall at his own expense deliver to the *Insurer* not later than thirty days after the *Delay in Start-up* or within such further periods as the *Insurer* may allow in writing a written statement setting forth particulars of the claim.
- 5.6.3 The *Insured* shall at his own expense produce and furnish to the *Insurer* such books of account and other business books or other evidence as may reasonably be required by the *Insurer* for the purpose of investigating or verifying the claim together with, if required, a statutory declaration of the truth of the claim and of any matters connected therewith.

5.7 Conditions for Loss Settlement

In the event of an indemnifiable loss of *Interest Insured* the basis of loss settlement under this *Section* shall be as follows:

5.7.1 Loss of *Gross Profit*

- 5.7.1.1 In respect of loss of *Gross Profit*, the *Insurer* shall pay the amount obtained by multiplying the *Rate of Gross Profit* by the amount by which the actual *Turnover* during the *Indemnity Period* falls short of the *Turnover* which would have been achieved had the *Delay in Start-up* not occurred.
- 5.7.1.2 If the annual *Sum Insured* hereunder is less than the amount obtained by multiplying the *Rate of Gross Profit* by the *Annual Turnover* or, if the *Maximum Indemnity Period* exceeds twelve months, the *Turnover* calculated for the equivalent period, the amount payable shall be reduced proportionately.

5.7.2 *Specified Standing Charges*

- 5.7.2.1 In respect of *Specified Standing Charges*, the *Insurer* shall pay the amount obtained by multiplying the percentage by which the actual *Turnover* during the *Indemnity Period* falls short of the *Turnover* which would have been achieved had the *Delay in Start-up* not occurred by the amount of *Specified Standing Charges* incurred during the *Indemnity Period*.
- 5.7.2.2 If the *Sum Insured* hereunder is less than the amount obtained by multiplying the *Rate of Gross Profit* by the *Annual Turnover* or, if the *Maximum Indemnity Period* exceeds twelve months, the pro rata *Turnover* for that period, the amount payable shall be reduced proportionately.

5.7.3 *Increased Cost of Working*

- 5.7.3.1 In respect of *Increased Cost of Working*, the *Insurer* shall pay the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in *Turnover* which, without such expenditure, would have occurred during the *Indemnity Period* after the *Time Excess*.
- 5.7.3.2 The indemnity in respect of *Increased Cost of Working* shall not exceed the amount of loss of *Interest Insured* thereby avoided.

5.7.4 Calculation of *Rate of Gross Profit* and *Annual Turnover*

- 5.7.4.1 In calculating the *Rate of Gross Profit* and *Annual Turnover*, the following aspects shall be taken into consideration:
- 5.7.4.1.1 the results of the *Business Insured* for the 12-month period after the *Date of Commencement* of the *Business Insured*;
 - 5.7.4.1.2 any circumstances which would have affected the *Business Insured* had the *Delay in Start-up* not occurred; and
 - 5.7.4.1.3 any circumstances affecting the *Business Insured* after the actual *Date of Commencement* of the *Business Insured*.
- 5.7.4.2 The final figures shall represent as closely as may be deemed reasonable the results which the *Business Insured* would have achieved after the *Scheduled Date of Commencement of the Business Insured* had the *Delay in Start-up* not occurred.
- 5.7.4.3 If through measures undertaken to avoid or minimize the *Delay in Start-up* a financial advantage accrues to the benefit of the *Insured* during the period of the *Time Excess* or up to six months beyond the *Indemnity Period*, this financial advantage shall be taken into account in determining the indemnity.
- 5.7.4.4 Liquidated damages or any other financial compensation for which any contractor is obliged to indemnify the *Insured* shall for the consequences of the *Delay in Start-up* be deducted from the loss of *Interest Insured*.

5.8 Time Excess

In respect of a loss of *Interest Insured* caused by a *Delay in Start-up* the *Insurer* shall not be liable for the amount obtained by multiplying the average daily value of the loss of *Interest Insured* sustained during the *Indemnity Period* by the number of days specified in the *Schedule* as the *Time Excess*.

5.9 Progress Reports

- 5.9.1 The *Insured* shall provide the *Insurer* with updated *Progress Reports* if requested in electronic form, at the intervals stated in the *Schedule*.
- 5.9.2 The *Progress Report* shall show the progress of the work on the *Insured Contract(s)* in relation to any contractual programme of work prepared by any contractor.
- 5.9.3 The *Progress Report* shall identify any delays or potential delays in the progress of work and the effect of such delays in terms of a potential claim under this *Section* and any measures taken or intended to be taken to minimize the effect of any such delays.

5.10 Definitions Applicable to Section III

Annual Turnover

means the Turnover which, had the *Delay in Start-up* not occurred, would have been achieved during the twelve months after the *Scheduled Date of Commencement of the Business Insured*.

Business Insured

means the commercial operation of the *Property Insured* specified in the *Schedule* to this *Section*.

Date of Commencement of the Business Insured

means the actual date on which the *Business Insured* commenced.

Delay in Start-up

means a delay in the *Scheduled Date of Commencement of the Business Insured* caused by a loss or damage occurred during the *Period of Insurance* and indemnifiable under *Section I* or which would have been indemnifiable under *Section I* but for the application of a *Deductible*.

Gross Profit

means the amount by which the value of the *Turnover* and the value of the closing stock exceeds the value of the opening stock and the amount of the *Specified Working Expenses*. The value of the opening and closing stocks shall be calculated in accordance with the *Insured's* normal accounting methods, due provision being made for depreciation.

Interest Insured

means either the *Gross Profit* including any *Increased Cost of Working* or the *Specified Standing Charges* including any *Increased Cost of Working*.

Maximum Indemnity Period

means the maximum period specified in the *Schedule* in respect of which cover is afforded for the *Interest Insured* by this *Section*.

Rate of Gross Profit

means the percentage of *Gross Profit* which, had the *Delay in Start-up* not occurred, would have been earned based on the *Annual Turnover*.

Scheduled Date of Commencement of the Business Insured

means the date specified as such in the *Schedule* or any revised date upon which the *Business Insured* would have commenced had the *Delay in Start-up* not occurred.

Specified Standing Charges

means any fixed costs specified in the *Schedule* which continue to be payable in full during the *Indemnity Period*.

Specified Working Expenses

means any costs incurred for the acquisition of goods, raw materials or auxiliaries as well as for supplies unless required for the upkeep of operations and any costs of packaging, carriage, freight, intermediate storage, *Turnover* tax, purchase, tax, license fees and royalties, insofar as such costs are dependent on *Turnover*.

Time Excess

means the period specified in the *Schedule* for which the *Insurer* is not liable.

Turnover

means the amount of money (less discounts) paid or payable to the *Insured* for goods, products or services sold, delivered or rendered in the course of the *Business Insured*.

6 General Conditions Section

The following terms and conditions shall apply to this *Policy*:

6.1 Reasonable Precautions

The *Insured* shall take at its own expense all reasonable precautions and comply with all reasonable recommendations made by the *Insurer*, to prevent loss of or damage to the *Property Insured* or any liability arising under this *Policy* and comply with all relevant statutory requirements and manufacturers' recommendations.

6.2 Subrogation

6.2.1 Rights of Subrogation

6.2.1.1 If the *Insurer* pays a claim under this *Policy*, it will be subrogated, to the extent of such payment, to all of the *Insured's* rights of recovery from any person, organization, or entity subject to Clause 6.2.2.

6.2.1.2 The *Insured* will execute and deliver instruments or papers, and do whatever else is necessary, to secure and to enforce such rights. Furthermore, after the loss or damage has occurred, the *Insured* shall do nothing to prejudice the subrogation rights of the *Insurer*.

6.2.1.3 In the event of subrogation recovery, any monies recovered (including, but not limited to, fees, expenses, or interest) shall be distributed to the *Insurer* and the *Insured* in the following order:

a) To the *Insured* and/or the *Insurer* for amounts they paid as an expense necessary to obtain the recovery;

b) Any further recovery shall be divided between the *Insurer* and the *Insured* in the same proportion as each has borne or paid for the underlying loss.

For the purposes of this Clause 6.2.1.3 b), the portion of the loss borne or paid by the *Insured* shall only include the *Insured's* deductible or self-insured retention as agreed within the *Policy*.

c) To the *Insured* for any remaining recovery.

6.2.2 Waiver of Subrogation

The *Insurer* shall waive its rights of subrogation against all *Insureds* provided no *Act of Default* committed by any *Insured* or its *Representatives* has caused any loss or damage to any other *Insured*.

6.3 Risk Inspections

The *Insurer* or an appointed agent shall have the right to inspect and examine the *Property Insured* at any reasonable time and the *Insured* shall provide the *Insurer* all relevant details and information.

6.4 Material Change in Risk

6.4.1 As soon as reasonably possible, the *Insured* shall notify the *Insurer* of any *Material Change in Risk* of which it is aware or ought reasonably to be aware and shall take or cause to be taken at its own expense any additional precautions that may be necessary to prevent loss or damage.

6.4.2 The *Insurer* shall not be liable for any loss or damage resulting from a *Material Change in Risk* unless the *Insurer* has agreed to the *Material Change in Risk* in which case the *Insurer* is entitled to revise the scope of cover and *Premium*.

6.5 Adherence to Terms and Conditions

Any liability on the part of the *Insurer* shall be subject to the due observance and fulfilment of the terms of this *Policy* insofar as they relate to anything to be done or complied with by the *Insured* and the truth of the statements and answers given by or on behalf of the *Insured* in the *Proposal* as well as any statements in the *Schedule* of this *Policy*.

6.6 Claims Notification and the Insured's Obligations

- 6.6.1 The *Insurer's* liability under this *Policy* shall be subject to the requirements set forth in Clause 6.6.2 and 6.6.3.
- 6.6.2 In the event of any *Occurrence* which might give rise to a claim under this *Policy*, the *Insured* shall as soon as reasonably practicable
- 6.6.2.1 notify the *Insurer* in writing indicating the nature and extent of the loss or damage;
 - 6.6.2.2 take all such measures as may be reasonable for the purpose of minimizing loss or damage;
 - 6.6.2.3 ensure that all rights against carriers, bailees or other *Third Parties* are properly preserved and exercised;
 - 6.6.2.4 do and concur in doing and permit to be done all such things as may be practicable to establish the cause and extent of the loss or damage;
 - 6.6.2.5 preserve all parts affected and make them available for inspection by the *Insurer* or an appointed agent as long as the *Insurer* may require;
 - 6.6.2.6 inform the police authorities of loss or damage due to fire, theft or burglary or actions by any malicious person and render all reasonable assistance to the police authorities; and
 - 6.6.2.7 furnish any information and documentary evidence that the *Insurer* may require together with, if required, a statutory declaration of the truth of the claim.
- 6.6.3 The *Insured* or anyone acting on its behalf shall comply with any reasonable recommendations the *Insurer* may make following the notification of any loss or damage.
- 6.6.4 The *Insurer* shall reimburse the *Insured* for any charges properly and reasonably incurred in pursuance of its duties in relation to Clause 6.6.2.2 above in addition to any loss recoverable under this *Policy*.
- 6.6.5 Upon notifying the *Insurer*, the *Insured* may repair any minor damage; in all other cases the *Insurer* or an appointed agent shall be given the opportunity to inspect the loss or damage before any repairs are effected and if the *Insurer* or an appointed agent does not carry out the inspection within a reasonable period of time, the *Insured* shall be entitled to proceed with the repair or replacement.

6.7 Fraudulent claims

6.7.1 The entire *Policy* is void if:

6.7.1.1 the *Insured* has concealed or misrepresented any material fact or circumstance concerning this *Policy* or the procurement thereof; or

6.7.1.2 the *Insured* makes any attempt to defraud the *Insurer* either before, during or after an *Insured Event*.

6.7.2 The *Insured* shall not be entitled to any return of *Premium* in the event that the *Policy* is void.

6.8 Payment of Indemnity

The *Insurer* shall pay the *Insured* any amount due under this *Policy* one month after final determination of the amount due.

6.9 Other Insurances

If at the time any claim is made under this *Policy* there is any other insurance covering the same loss, damage or liability, the *Insurer* shall not be liable to pay more than the pro rata proportion of any claim for such loss, damage or liability.

6.10 Written Form

Any additional agreements, changes or additions to this *Policy* shall not be valid unless made in writing. Any waiver of this formal requirement shall also be in writing to be valid.

6.11 Arbitration

- 6.11.1 Except for the execution of an arbitration award, for the assessment of the lawful conduct of the arbitration procedure or of any court decision which cannot be decided by an arbitration tribunal (e.g. injunctive relief) all disputes and differences arising under or in connection with this *Policy* shall be referred to arbitration under ARIAS (UK) Arbitration Rules.
- 6.11.2 The Arbitration Tribunal shall consist of three Arbitrators, one to be appointed by the Claimant, one to be appointed by the Respondent and the third to be appointed by the two appointed Arbitrators.
- 6.11.3 The third member of the Arbitration Tribunal shall be appointed as soon as practicable (and no later than 28 days) after the appointment of the two party-appointed Arbitrators. The Arbitration Tribunal shall be constituted upon the appointment of the third Arbitrator.
- 6.11.4 The Arbitrators shall be lawyers with not less than ten years' experience of insurance or reinsurance law.
- 6.11.5 Where a party fails to appoint an arbitrator within 14 days of being called upon to do so or where the two party-appointed Arbitrators fail to appoint a third within 28 days of their appointment, then upon application ARIAS (UK) shall appoint an arbitrator to fill the vacancy. At any time prior to the appointment by ARIAS (UK) the party or Arbitrators in default may make such appointment.
- 6.11.6 The Arbitration Tribunal may in its sole discretion make such orders and directions as it considers to be necessary for the final determination of the matters in dispute. The Arbitration Tribunal shall have the widest discretion permitted under the law governing the arbitral procedure when making such orders or directions. The award of the Arbitration Tribunal shall be final and binding.
- 6.11.7 The seat of arbitration shall be as stipulated within the *Schedule*.

7 General Exclusion Section

7.1 Exclusions

In addition to the specific exclusions applying to *Section I*, *Section II* and *Section III* as set forth therein, the *Insurer* shall not indemnify the *Insured* in respect of any loss, damage or liability directly or indirectly resulting from or aggravated by or in connection with:

- 7.1.1 War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny, conspiracy, military or usurped power, confiscation, nationalisation, commandeering, requisition or destruction or damage by or under the order of any government de jure or de facto or by any public or local authority
- 7.1.2 Strike, lock-out, riot, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege;
- 7.1.3 The acts of any person or persons acting on behalf of or in connection with any organisation with activities directed towards the overthrowing or influencing of any government de jure or de facto by force or violence;
- 7.1.4 Any act of *Terrorism* including loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of *Terrorism*. In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect;
- 7.1.5 Ionising radiations from or contamination by radioactivity from any nuclear fuel or nuclear waste or from the combustion of nuclear fuel;
- 7.1.6 The radioactive, toxic, explosive or otherwise hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- 7.1.7 Any weapon or device employing atomic or nuclear fission and/or fusion or other similar reaction or radioactive force or matter.
- 7.1.8 The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to loss or damage to the *Insured Property* caused by radioactive isotopes, other than nuclear material, nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes on the insured premises. This inclusion shall not apply to property, facilities or plants coming under the scope of application of NMA 1975, etc. (enumeration of all agreed nuclear risk exclusion clauses subject to the individual treaty wording in question is necessary)
- 7.1.9 Any chemical, biological, bio-chemical, or electromagnetic weapon or device

7.1.10 Any malicious, reckless or intentional misbehaviour, misconduct or fraud, whether by omission or commission of the *Insured* or its *Representatives*; and

7.1.11 Any partial or total unscheduled cessation of work exceeding four weeks unless the *Insurer* has been notified and coverage has been agreed.

7.2 Burden of Proof

In any action, suit or other proceeding in which the *Insurer* alleges that by reason of the provisions of exclusions 7.1.1 to 7.1.4 above any loss, damage or liability is not covered by this *Policy*, the burden of proving that such loss, damage or liability is covered shall be upon the *Insured*.

8 General Definitions Section

The terms – written in italics starting with capital letter – used in this *Policy* shall have the meanings as defined in the *Schedule* or elsewhere in the *Policy* or the following meanings:

Act of Default

means any act of fraud, material misrepresentation, material non-disclosure, breach of any warranty or condition as well as any malicious, reckless or intentional misbehavior or misconduct, whether by omission or commission of the *Insured* or its *Representatives*.

Actual Value

means the cost which in the event of loss of or damage to any item or part of the *Property Insured* would be necessary to replace it with one of the same age and capacity and similar make and quality, inclusive of all materials, wages, freight, customs, duties and dues.

Consequential Loss

means any financial loss of any kind or description whatsoever, including loss of profit, loss of opportunity, losses due to delay, lack of performance, loss of contract or penalties.

Deductible

means the amount to be deducted from any payment otherwise to be made by the *Insurer* to the *Insured*.

Earthquake

means any natural or man-made earth movement and/or earthquake including, but not limited to tsunami, earth movement or landslide, regardless of any other cause or event contributing in any sequence before, after or concurrently to the loss.

Flood

means any surface waters; rising waters; waves; water inundation; tide or tidal water; the release of water; the rising, overflowing or breaking of boundaries of natural or man-made bodies of water; or the spray there from; or sewer-backup resulting from any of the foregoing; excluding "*Storm*" as defined in the *General Definition Section* of this *Policy* regardless of any other cause or event contributing in any sequence before, after or concurrently to the loss.

Insured

means the *Named Insured* and the other *Insureds* but only for their respective rights and interests.

Material Change in Risk

means any change in the nature, exposure, location, execution and maintenance of the *Insured Contract(s)* that a reasonably prudent *Insurer* would consider material to the acceptance of the risk under the terms and conditions of this *Policy*.

New Reinstatement Value

means the cost which in the event of the total loss or destruction of the *Property Insured* would be incurred to replace it with new property of the same capacity and quality or to re-construct, re-erect and re-test the *Property Insured*, including all materials, freight customs, duties and dues.

Policy

means the *Proposal*, the *Schedules*, the *Endorsements*, the *Section(s)*, the definitions, the limits, the exclusions and any other terms and conditions of this document.

Premium

means the *Premium* payable under this *Policy* calculated in accordance with its terms and conditions.

Premium Rate

means the rate referred to as such in the *Schedules* agreed between the *Insured* and the *Insurer*.

Property Insured

means the permanent and temporary works and any part thereof constructed, erected or tested for the performance of the *Insured Contract(s)* specified in the *Schedule* including any free issue material which is to be incorporated therein value of free issue material.

Proposal

means the written information submitted to the *Insurer* by the *Insured* seeking insurance cover under this *Policy*.

Representatives

means the directors, officers or any other individuals that have the authority to exercise administrative or executive control over the execution of a contract or over an operation or business.

Site

means the places where the construction, erection, and testing of the *Insured Property* are to be executed as specified in the *Schedule*.

Storm

means a weather condition (including one that has been declared by any meteorological authority to be a hurricane, typhoon, tropical storm or cyclone) that results in loss or damage to *Insured Property* directly or indirectly by:

1. the force of wind caused by or resulting from a storm; or
2. any material, object or debris that is carried, propelled or in any manner moved by a storm;
or
3. hail, lightning, or tornado(es) that are a result of actions or effects of a storm; or
4. rain, whether the rain is driven by wind or not, that enters the insured building or structure through an opening(s) created by the force of wind from a storm; or
5. storm surge.

Sum(s) Insured

means the amount of insurance cover specified in the *Schedule(s)* in respect of any particular item of *Property Insured* (including wages, freight, custom duties, dues) or *Interest Insured* or the total amount of insurance cover specified in a *Schedule* as the context may require.

Territorial Limits

means the geographical area in respect of which cover will be provided by this *Policy* as specified in any *Schedule* unless defined otherwise.

Terrorism

means any act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological, or ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

Third Party

means any person or corporation other than the *Insured*, the *Insured's* legal representatives in exercise of their functions and any employee of the *Insured* exercising their functions.

9 Endorsements

The following Endorsement(s) (separate document [LINK](#)) shall form part of the *Policy* if entered in the *Schedule 2.18*:

9.1 Special Insurance Cover

14001	Strike, Riot and Civil Commotion
14003	Visits Maintenance Cover
14004	Extended Maintenance Cover
14006	Expediting Expenses
14007	Plans, Documents and Data
14013	Off-Site Storage
14018	Professional Fees
14019	Radioactive Substances
14020	Multiple Insured Clause
14021	Plant, Machinery and Equipment
14113	Inland Transit
14116	Cover for Contract Works taken over or put into Service
14117	Property Insured taken into Use or Operation
14119	Property Belonging to or Held in the Care, Custody or Control of the Insured
14120	Liability Consequent upon Vibration, Removal or Weakening of Support
14201	Guarantee Maintenance Cover
14218	Costs for Leak Search

9.2 Special Insurance Conditions

14005	Construction and/or Erection Time Schedule
14008	Structures in Earthquake Zones
14017	Marine 50/50 Loss Sharing
14101	Tunnel Works Clause (LEG)
14102	Underground Services
14110	Loss Prevention in respect of Flood and Inundation
14112	Fire Protection
14217	Open Trenches, Pipes, Cables and Ducts
14219	Directional Drilling

9.3 Special Insurance Exclusions

14009	Earthquake Exclusion
14010	Flood or Inundation Exclusion
14011	Serial Losses
14012	Windstorm Exclusion
14014	Design – Outright Defects Exclusion
14016	Design – Betterment Exclusion
14103	Crops, Forests and Cultures
14104	Dams and Water Reservoirs
14106	Section Lengths
14114	Normal Action of the Sea
14115	Design – Defective Part Exclusion
14118	Marine and Off-Shore Work (Wet Risks)
14121	Piling, Foundation and Retaining Wall Construction Work
14204	Hydrocarbon Processing Industries 1
14205	Hydrocarbon Processing Industries 2
14222	Directional Drilling Exclusion