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**CONTRACTORS' ALL
RISKS INSURANCE**

You are in safe hands

Welcome to your CONTRACTORS' ALL RISKS POLICY

Dear Esteemed customer,

On behalf of MAYFAIR INSURANCE COMPANY RWANDA Ltd I would like to thank you for choosing us as your insurer.

Our commitment is to the policyholder quality service and suitable insurance products, such as the one you have purchased.

This policy is a document. It is the evidence of the contract that we have made with each other. Please read it carefully and if you have any questions, contact your intermediary (if any) or us.

Remember that we will reward you for being claims free as per the No-Claims Discount Clause.

Yours faithfully,

***General Manager / Underwriting Manager.
Mayfair Insurance Company Rwanda Ltd***

CONTRACTORS' ALL RISKS INSURANCE POLICY

Policy No XXXXXX

Whereas the Insured named in the Schedule hereto has made to the **Mayfair Insurance Company Rwanda Limited** (hereinafter called the "Insurers") a written proposal by completing a questionnaire, which together with any other statements made in writing by the Insured for the purpose of this Policy is deemed to be incorporated herein,

Now this Policy of insurance witnesses that subject to the Insured having paid to the Insurers the premium mentioned in the Schedule and subject to the terms, exclusions, provisions and conditions contained herein or endorsed hereon the Insurers will indemnify the Insured in the manner and to the extent hereinafter provided.

General exclusions applicable to the policy

The Insurers will not indemnify the Insured in respect of loss, damage or liability directly or indirectly caused by or arising out of or aggravated by

- a) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny, riot, strike, lockout, civil commotion, military or usurped power, a group of malicious persons or persons acting on behalf of or in connection with any political organization, conspiracy, confiscation, commandeering, requisition or destruction or damage by order of any government de jure or de facto or by any public authority;
- b) nuclear reaction, nuclear radiation or radioactive contamination;
- c) wilful act or wilful negligence of the Insured or of his representatives;
- d) cessation of work whether total or partial.

In any action, suit or other proceeding where the Insurers allege that by reason of the provisions of exclusion (a) above any loss, destruction, damage or liability is not covered by this insurance the burden of proving that such loss, destruction, damage or liability is covered shall be upon the Insured.

Period of cover

The liability of the Insurers shall commence, notwithstanding any date to the contrary specified in the Schedule, directly upon commencement of work or after the unloading of the items entered in the Schedule at the site. The Insurers' liability expires for parts of the insured contract works taken over or put into service.

At the latest the insurance shall expire on the date specified in the Schedule. Any extensions of the period of insurance are subject to the prior written consent of the insurer.

General conditions applicable to the policy

1. The due observance and fulfilment of the terms of this Policy in so far as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers in the questionnaire and proposal made by the Insured shall be a condition precedent to any liability of the Insurers.
2. The Schedule and the Section(s) shall be deemed to be incorporated in and form part of this Policy and the expression "this Policy" wherever used in this contract shall be read as including the Schedule and the Section(s). Any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule or of the Section(s) shall bear such meaning wherever it may appear.
3. The Insured shall at his own expense take all reasonable precautions and comply with all reasonable recommendations of the Insurers to prevent loss, damage or liability and comply with statutory requirements and manufacturers recommendations.

4. a) Representatives of the Insurers shall at any reasonable time have the right to inspect and examine the risk and the Insured shall provide the representatives of the Insurers with all details and information necessary for the assessment of the risk.

b) The Insured shall immediately notify the Insurers by telegram and in writing of any material change in the risk and cause at his own expense such additional precautions to be taken as circumstances may require, and the scope of cover and/or premium shall, if necessary, be adjusted accordingly.

No material alteration shall be made or admitted by the Insured whereby the risk is increased, unless the continuance of the insurance is confirmed in writing by the Insurers.

5. In the event of any occurrence, which might give rise to a claim under this Policy, the Insured shall

a) immediately notify the Insurers by telephone or telegram as well as in writing, giving an indication as to the nature and extent of loss or damage;

b) take all steps within his power to minimize the extent of the loss or damage;

c) preserve the parts affected and make them available for inspection by a representative or surveyor of the Insurers;

d) furnish all such information and documentary evidence as the Insurers may require;

e) inform the police authorities in case of loss or damage due to theft or burglary.

The Insurers shall not in any case be liable for loss, damage or liability of which no notice has been received by the Insurers within 14 days of its occurrence.

Upon notification being given to the Insurers under this condition, the Insured may carry out the repairs or replacement of any minor damage; in all other cases a representative of the Insurers shall have the opportunity of inspecting the loss or damage before any repairs or alterations are effected. If a representative of the Insurers does not carry out the inspection within a period of time, which could be considered adequate under the circumstances, the Insured is entitled to proceed with the repairs or replacement.

The liability of the Insurers under this Policy in respect of any item sustaining damage shall cease if said item is not repaired properly without delay.

6. The Insured shall at the expense of the Insurers do and concur in doing and permit to be done all such acts and things as may be necessary or required by the Insurers in the interest of any rights or remedies, or of obtaining relief or indemnity from parties (other than those insured under this Policy) to which the Insurers are or would become entitled or which is or would be subrogated to them upon their paying for or making good any loss or damage under this Policy, whether such acts -and things are or become necessary or required before or after the Insured's indemnification by the Insurers.

7. If any difference arises as to the amount to be paid under this Policy (liability being otherwise admitted), such difference shall be referred to the decision of an arbitrator to be appointed in writing by the parties in difference or, if they cannot agree upon a single arbitrator, to the decision of two arbitrators, one to be appointed in writing by each of the parties within one calendar month after having been required in writing so to do by either of the parties, or, in case the arbitrators -do not agree, of an umpire to be appointed in writing by the arbitrators before the latter enter upon the reference. The umpire shall sit with the arbitrators and preside -at their meetings. The making of an award shall be a condition precedent to any right of action against the Insurers.

8. If a claim is in any respect fraudulent, or if any false declaration is made or used in support thereof, or if any fraudulent means or devices are used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy, or if a claim is made and rejected and no action or suit is commenced within three months after such rejection or, in the case of arbitration taking place as provided herein, within three months after the arbitrator or arbitrators or umpire have made their award, all benefit under this Policy shall be forfeited.

9. If at the time any claim arises under the Policy there is any other insurance covering the same loss, damage or liability, the Insurers shall not be liable to pay or contribute more than their rateable proportion of any claim for such loss, damage or liability.

Section 1 — Material damage

The Insurers hereby agree with the Insured that if at any time during the period of cover the items or any part thereof entered in the Schedule shall suffer any unforeseen and sudden physical loss or damage from any cause, other than those specifically excluded, in a manner necessitating repair or replacement, the Insurers will indemnify the Insured in respect of such loss or damage as hereinafter provided by payment in cash, replacement or repair (at their own option) up to an amount not exceeding in respect of each of the items specified in the Schedule the sum set opposite thereto and not

exceeding in any one event the limit of indemnity where applicable and not exceeding in all the total sum expressed in the Schedule as insured hereby.

The Insurers will also reimburse the Insured for the cost of clearance of debris following upon any event giving rise to a claim under this Policy provided a separate sum therefore has been entered in the Schedule.

Special exclusions The Insurers shall not, however, be liable for to Section 1

- a) the deductible stated in the Schedule to be borne by the Insured in any one occurrence;
- b) Consequential loss of any kind or description whatsoever including penalties, losses due to delay, lack of performance, loss of contract;
- c) loss or damage due to faulty design;
- d) the cost of replacement, repair or rectification of defective material and/or workmanship, but this exclusion shall be limited to the items immediately affected and shall not be deemed to exclude loss of or damage to correctly executed items resulting from an accident due to such defective material and/or workmanship;
- e) wear and tear, corrosion, oxidation, deterioration due to lack of use and normal atmospheric conditions;
- f) loss or damage to construction plant, equipment and construction machinery due to electrical or mechanical breakdown, failure, breakage or derangement, freezing of coolant or other fluid, defective lubrication or lack of oil or coolant, but if as a consequence of such breakdown or derangement an accident occurs causing external damage, such consequential damage shall be identifiable;
- g) loss of or damage to vehicles licensed for general road use or waterborne vessels or aircraft;
- h) loss of or damage to files, drawings, accounts, bills, currency, stamps, deeds, evidences of debt, notes, securities, cheques;
- i) loss or damage discovered only at the time of taking an inventory.

Provisions applying to Memo 1 — Sums insured to Section 1

It is a requirement of this insurance that the sums insured stated in the Schedule shall not be less than

For item 1: the full value of the contract works at the completion of the construction, inclusive of all materials, wages, freight, customs duties, dues, and materials or items supplied by the Principal;

For items 2 and 3: the replacement value of construction plant, equipment and machinery; which shall mean the cost of replacement of the insured items by new items of the same kind and capacity;

and the Insured undertakes to increase or decrease the amounts of insurance in the event of any material fluctuation in wages or prices provided always that such increase or decrease shall take effect only after the same has been recorded in the Policy by the Insurers.

If, in the event of loss or damage, it is found that the sums insured are less than the amounts required to be insured, then the amount recoverable by the Insured under this Policy shall be reduced in such proportion as the sums insured bear to the amounts required to be insured. Every object and cost item is subject to this condition separately.

Memo 2— Basis of loss settlement

In the event of any loss or damage the basis of any settlement under this Policy shall be

a) in the case of damage which can be repaired — the cost of repairs necessary to restore the items to their condition immediately before the occurrence of the damage less salvage, or

b) in the case of a total loss — the actual value of the items immediately before the occurrence of the loss less salvage,

however, only to the extent the costs claimed had to be borne by the Insured and to the extent they are included in the sums insured and provided always that the provisions and conditions have been complied with.

The Insurers will make payments only after being satisfied by production of the necessary bills and documents that the repairs have been effected or replacement has taken place, as the case may be. All damage which can be repaired shall be repaired, but if the cost of repairing any damage equals or exceeds the value of the items immediately before the occurrence of the damage, the settlement shall be made on the basis provided for in b) above.

The cost of any provisional repairs will be borne by the Insurers if such repairs constitute part of

the final repairs and do not increase the total repair expenses.

The cost of any alterations, additions and/or improvements shall not be recoverable under this Policy.

Memo 3 — Extension of cover

Extra charges for overtime, night work, work on public holidays, express freight are covered by this insurance only if previously and specially agreed upon in writing.

Section 2 — Third party liability

The Insurers will indemnify the Insured up to but not exceeding the amounts specified in the Schedule against such sums, which the Insured shall become legally liable to pay as damages consequent upon

- a) accidental bodily injury to or illness of third parties (whether fatal or not),
- b) accidental loss of or damage to property belonging to third parties

occurring in direct connection with the construction or erection of the items insured under Section 1 and happening on or in the immediate vicinity of the site during the period of cover.

In respect of a claim for compensation to which the indemnity provided herein applies, the Insurers will in addition indemnify the Insured against

- a) all costs and expenses of litigation recovered by any claimant from the Insured, and
- b) all costs and expenses incurred with the written consent of the Insurers, provided always that the liability of the Insurers under this Section shall not exceed the limits of indemnity stated in the Schedule.

Special exclusions

The Insurers will not indemnify the Insured in respect of to Section 2

1. the deductible stated in the Schedule to be borne by the Insured in any one occurrence;
2. the expenditure incurred in doing or redoing or making good or repairing or replacing anything covered or coverable under Section 1 of this Policy;
3. damage to any property or land or building caused by vibration or by the removal or weakening of support or injury or damage to any person or property occasioned by or resulting from any such damage (unless especially agreed upon by endorsement);
4. liability consequent upon
 - a) bodily injury to or illness of employees or workmen of the Contractor(s) or the Principal(s) or any other firm connected with the project which or part of which is insured under Section 1, or members of their families;
 - b) loss of or damage to property belonging to or held in care, custody or control of the Contractor(s), the Principal(s) or any other firm connected with the project which or part of which is insured under Section 1, or an employee or workman of one of the aforesaid;
 - c) any accident caused by vehicles licensed for general road use or by waterborne vessels or aircraft;
 - d) any agreement by the Insured to pay any sum by way of indemnity or otherwise unless such liability would have attached also in the absence of such agreement.

Special conditions applying to Section 2

1. No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Insurers who shall be entitled, if they so desire, to take over and conduct in the name of the Insured the defense or settlement of any claim or to prosecute for their own benefit in the name of the Insured any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings or in the settlement of any claim and the Insured shall give all such information and assistance as the Insurers may require.
2. The Insurers may so far as any accident is concerned pay to the Insured the limit of indemnity for any one accident (but deducting there from in such case any sum or sums already paid as compensation in respect thereof) or any lesser sum for which the claim or claims arising from such accident can be settled and the Insurers shall thereafter be under no further liability in respect of such accident under this Section

ENDORSEMENT 001

Cover for Loss or Damage Due to Strike, Riot and Civil Commotion (SRCC)

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed extra premium, this Policy shall be extended to cover loss or damage due to strike, riot and civil commotion which for the purpose of this Endorsement shall mean (subject always to the Special Conditions hereinafter contained) loss of or damage to the property insured directly caused by

1. the act of any person taking part together with others in any disturbances of the public peace (whether in connection with a strike or lock-out or not) not being an occurrence mentioned in condition 2 of the Special Conditions hereof,
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,
3. the wilful act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lock-out,
4. 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.

Provided that it is hereby further expressly agreed and declared that

1. all the terms, exclusions, provisions and conditions of the Policy shall apply in all respects to the insurance granted by this extension save in so far as the same are expressly varied by the following Special Conditions and any reference to loss or damage in the wording of the Policy shall be deemed to include the perils hereby insured against,
2. the following Special Conditions shall apply only to the insurance granted by this extension and the wording of the Policy shall apply in all respects to the insurance granted by the Policy as if this Endorsement had not been made thereon.

ENDORSEMENT 001

Special Conditions

1. This insurance does not cover

- a. loss or damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation,
- b. loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority,
- c. loss or damage occasioned by permanent or temporary dispossession of any building resulting from the unlawful occupation by any person of such building.
- d. consequential loss or liability of any kind or description, any payments over and above the indemnity for the material damage as provided herein, provided nevertheless that the Insurers are not relieved under b) or c) above of any liability to the Insured in respect of physical damage to the property insured occurring before dispossession or during temporary dispossession

2. This insurance shall not cover any loss or damage occasioned by or through or in consequence. directly or indirectly, of any of the following occurrences, namely;

- a) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war,
- b) mutiny, civil commotion assuming the proportion of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power.
- c) any act of any person acting on behalf of or in connection with any organization with activities directed toward the overthrow by force of the government de jure or de facto or to the influencing of it by terrorism or violence.

In any action, suit or other proceeding where the Insurers allege that by reason of the provisions of this condition any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered shall be upon the Insured,

3. This insurance may at any time be terminated by the Insurers on notice to that effect being given by registered post at the Insured's last known address in which case the Insurers shall be liable to repay a rateable proportion of the premium for the unexpired term from the date of termination.

4. The limit of indemnity any one occurrence as stated below shall be understood to limit the indemnity for all loss or damage covered by this Endorsement during a consecutive period of 168 hours.

The aggregate liability of the Insurers during the period of cover of this Policy shall be limited by twice the limit of indemnity any one occurrence.

ENDORSEMENT 002

Cover for Cross Liability

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed extra premium, the Third Party Liability cover of the Policy shall apply to the insured parties named in the Schedule as if a separate policy had been issued to each party, provided that the Insurers shall not indemnify the Insured under this Endorsement in respect of liability for

- loss of or damage to items insured or insurable under Section I of the Policy, even if not recoverable due to an excess or any limit,
- fatal or non-fatal injury or illness of employees or workmen who are or could have been insured under Workmen's Compensation and/ or Employers' Liability insurance.

The Insurers' total liability in respect of the insured parties shall not however exceed in the aggregate for any one accident or series of accidents arising out of one event the limit of indemnity stated in the Schedule

ENDORSEMENT 003

Maintenance Visits Cover

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed extra premium, this insurance shall be extended for the maintenance period specified hereunder to cover solely loss of or damage to the contract works caused by the insured Contractor(s) in the course of the operations carried out for the purpose of complying with the obligations under the maintenance provisions of the contract.

Maintenance cover from: As stated in schedule

Extra Premium: included in premium

ENDORSEMENT 107

Warranty Concerning Camps and Stores

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers shall only indemnify the Insured for loss, damage or liability directly or indirectly caused to camps and stores by flood and inundation if these camps and stores are installed above the highest water level recorded anywhere on the site during the last 20 years

ENDORSEMENT 112

Special conditions concerning fire-fighting facilities and fire safety on construction sites

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers shall only indemnify the Insured for loss or damage directly or indirectly caused by or resulting from fire or explosion, provided always that

1. with regard to the progress of work adequate fire-fighting equipment and sufficient extinguishing agents are available and operative at all times.

Fully operative wet riser hydrants are installed up to one level below the highest current work level and are sealed by temporary end caps;

2. the cabinets containing hose reels and portable fire extinguishers are inspected at regular intervals but at least twice a

week:

3. fire compartments as required by local regulations are installed as soon as possible after the removal of formwork.

Openings for lift shafts, service ducts and other voids are provisionally closed as soon as possible but not later than at the commencement of fit-out work:

4. waste material is removed regularly. All floors undergoing fit-out are cleared of combustible waste at the end of each working day:

5. a permit to work system is implemented for all contractors engaged in hot work of any kind such as but not limited to

— grinding, cutting or welding operations

— use of blow amps and torches.

— application of hot bitumen,

or any other heat-producing operation.

Hot work is carried out only in the presence of at least one worker equipped with a fire extinguisher and trained in fire-fighting.

The area of any hot work is examined one hour after the work has finished:

6. storage of material for the construction or erection shall be subdivided into storage units not exceeding the value stated below per storage unit. The individual storage units shall be either at least 50 m apart or separated by fire-proof walls.

All flammable material and especially all flammable liquids and gases shall be stored at a sufficiently large distance from the property under construction or erection and any hot work;

7. a site Safety Coordinator is appointed.

A reliable fire alarm system is installed and whenever possible a direct communication link maintained with the nearest fire brigade.

A Fire Protection Plan and a Site Fire Action Plan are implemented and updated regularly.

The contractor's personnel are trained in fire-fighting and fire-fighting drills carried out weekly.

The nearest fire brigade is familiarized with the site and immediate access maintained for it at all times;

8. the site is fenced off and access controlled.

Value per storage unit:

ENDORSEMENT 102

Special conditions concerning underground cables, pipes and other facilities

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers shall only indemnify the Insured in respect of loss of or damage to existing underground cables and/or pipes or other underground facilities if, prior to the commencement of works, the Insured has inquired with the relevant authorities about the exact position of such cables, pipes or other underground facilities and takes all necessary steps to avoid damage to same.

Claims in respect of loss of or damage to such underground facilities which are in the same position as shown on the underground maps (drawings indicating the position of the underground facilities) shall be payable after applying a deductible of 20% of the loss amount or the deductible stated under a below, whichever is the greater.

Claims in respect of loss of or damage to underground facilities incorrectly shown on the underground map shall be payable after applying the deductible stated under b below.

The indemnity shall in any case be restricted to the repair costs of such cables, pipes or other underground facilities, any consequential damage and penalties being excluded from the cover and provided that the insurers liability under these

extension shall not exceed Frw.2,000,000.00 during the construction period.

- Deductibles: a) 20% of the loss amount, minimum 100,000.00 anyone occurrence
b) 30% of the loss amount, minimum 100,000.00 anyone occurrence

ANNEXURE A

WAR, CIVIL WAR, POLITICAL RISKS AND TERRORISM EXCLUSION CLAUSE

Notwithstanding any provision to the contrary within this policy or any endorsement thereto, this insurance does not cover any loss or damage occasioned by or through or in consequence, directly or indirectly, of any of the following occurrences, namely:

- 1 War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war.
- 2 Abandonment and/or permanent or temporary dispossession resulting from detention, confiscation, seizure, restraint, commandeering, nationalisation, appropriation, destruction or requisition by order of any government de jure or de facto or by any public authority.
- 3 Mutiny, civil commotion, 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.
- 4 Any act, including but not limited to labour disturbance, lock-out, riot or strike, which is calculated or directed to bring about loss or damage in order to further any political aim, objective or cause, or to bring about any social or economic change, or in protest against any State or Government, or any political or local authority, or for the purpose of imposing fear in the public or any section thereof.
- 5 The act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in clauses 4 above.
- 6 Plundering, looting, war pillage in connection with civil commotion or any of the activities referred to in clause 4 above.

For the purposes of clauses 4, 5 and 6, any loss or damage occasioned directly by a labour disturbance, lock-out, riot or strike or in order to bring about any social or economic change which is not politically motivated as envisaged in clause 4 shall not be excluded.

In any action, suit or other proceeding where the insurer alleges that by reason of these provisions any loss, damage, cost or expense is not covered by this insurance policy, the burden of proving that such loss, damage, cost or expense is covered shall be upon the insured.

TERRORISM EXCLUSION CLAUSE

Notwithstanding any provision to the contrary within this policy or any endorsement thereto, this insurance does not cover any liability, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from, happening through or in connection with any act of terrorism, regardless of any other cause contributing concurrently or in any other sequence to the loss, damage, cost or expense.

For the purpose of this exclusion, terrorism means an act, including but not limited to the use of violence or force and/or the threat thereof, whether as an act harmful to human life or not, by any person or group(s) of person(s), whether acting alone or on behalf of, or in connection with any organisation(s) or government(s) or any person or body of persons, committed for political, religious, personal, ethnic or ideological reasons or purposes including any act committed with the intention to influence any government and/or for the purpose of inspiring fear in the public or any section thereof.

In any action, suit or other proceeding in which the insurer alleges that by reason of this definition any loss, damage, cost or expense is not covered by this insurance policy, the burden of proving that such loss, damage, cost, or expense is covered shall be upon the insured.

ANNEXURE IV

NUCLEAR ENERGY RISKS EXCLUSION CLAUSE NMA 1975

This agreement shall exclude Nuclear Energy Risks whether such risks are written directly and/or by way of insurance and/or Pools and/or Associations.

For all purposes of this agreement Nuclear Energy Risks shall mean all first party and/or third party insurance or insurances (other than Workers' Compensation & Employers' Liability) in respect of :-

i) All property on the site of a nuclear power station.

Nuclear Reactors, reactor buildings and plant and equipment therein on any site other than a nuclear power station.

ii) All Property on any site (including but not limited to the sites referred to in i) above) used or having been used for:-

- (a) The generation of nuclear energy; or
- (b) The Production, Use or Storage of Nuclear Material.

iii) Any other Property eligible for insurance by the relevant local Nuclear Insurance Pool and/or Association but only to the extent of the requirements of that local Pool and/or Association.

iv) The supply of goods and services to any of the sites, described in i) to iii) above, unless such insurances or insurances shall exclude the perils of irradiation and contamination by Nuclear Material.

Except as undernoted, Nuclear Energy Risks shall not include:-

- i) Any insurance or insurance in respect of the construction or erection or installation or replacement or repair or maintenance or decommissioning of Property as described in i) to iii) above (including contractors' plant and equipment);
- ii) Any Machinery Breakdown or other Engineering insurance or insurance not coming within the scope of I) above;

Provided always that such insurance or insurance shall exclude the perils of irradiation and contamination

However, the above exemption shall not extend to:-

1. The provision of any insurance or insurance whatsoever in respect of:-

- (a) Nuclear Material
- (b) Any Property in the High Radioactivity Zone or Area of any Nuclear Installation as from the introduction of Nuclear Material or - for reactor installations - as from fuel loading or first criticality where so agreed with the relevant local Nuclear Insurance Pool and/or Association.

2. The provision of any insurance or insurance for the undernoted perils:-

- Fire, lightning, explosion;
- Earthquake;
- Aircraft and other aerial devices or articles dropped therefrom;
- Irradiation and radioactive contamination;
- Any other peril insured by the relevant local Nuclear Insurance Pool and/or Association;

in respect of any other Property not specified in (1) above which directly involves the Production, Use or Storage of Nuclear Material as from the introduction of Nuclear Material into such Property.

ANNEXURE V

ELECTRONIC DATE RECOGNITION CLAUSE EDRC

Section 1

This insurance does not cover any loss, damage, cost, claim or expense, whether preventative, remedial or otherwise, directly or indirectly arising out of or relating to:

a) the calculation, comparison, differentiation, sequencing or processing of data involving the date change to the year 2000, or any other date change, including leap year calculations by any computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the insured or not; or

b) any change, alteration or modification involving the date change to the year 2000 or any other date change, including leap year calculations, to any such computer system, hardware, programme or software or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the insured or not.

This clause applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss damage, cost, claim or expense.

However, this section shall not apply in respect of physical damage occurring at the insured's premises arising out of the perils of fire, lightning, explosion, aircraft or vehicle impact, falling objects, windstorm, hail, tornado, hurricane, cyclone, riot, strike, civil commotion, vandalism, malicious mischief, earthquake, volcano, tsunami, freeze or weight of snow.

Section 2

Notwithstanding Section 1 above, this insurance does not cover any costs and expenses, whether preventative, remedial or otherwise, arising out of or relating to change, alteration or modification of any computer system, hardware, programme or software or any microchip, integrated circuit or similar device in computer or non-computer equipment, whether the property of the insured or not.

Section 3

The date change to the year 2000, or any other date change, including leap year calculations, shall not in and of itself be regarded as an event for the purposes of this insurance.

WATCHMAN CLAUSE

It is a condition of this policy that: —

- (a) The insured shall employ a watchman who shall be given instructions that when the premises are closed against customers and callers the whole of the Premises shall be patrolled by him at intervals.
- (b) In the event of the services of such watchman being temporarily or permanently discontinued or unavailable the insurance shall be deemed to be suspended until the Company shall have been advised and their assent in writing to the continuance of the insurance obtained

THEFT CLAUSE

Theft under the meaning of this policy shall mean theft following upon housebreaking (causing actual forcible visible damage to the site stores or premises or part thereof) and connected therewith or if there shall arise any damage to the said stores or premises, the property of the Insured or for which the insured is legally responsible, which shall be due to any such theft as aforesaid or any attempt thereat, excluding theft by or with the connivance of any of the family, construction erection staff or domestic servants of the insured or any other persons lawfully on the Construction erection site stores or premises.

MATERIALS ON SITE WARRANTY

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the policy or endorsed thereon, it is warranted that the value of materials stored on the site (excluding sand & ballast, cement, Timber, steel) at any one time shall not exceed Rwf.

If in the event of loss or damage, it is found that the value of materials on site is more than the above limit, then the amount recoverable by the Insured under the policy shall be reduced in such proportion as the limit bears to the actual value of the material on site.

PREMIUM PAYMENT WARRANTY

Notwithstanding anything contained herein to the contrary it is hereby understood and agreed that the indemnity provided by this policy will only apply on payment of full premium to the Company in accordance with the provisions of the regulations of the National Bank of Rwanda on payment of insurance premiums, failure to which cover lapses.

Subject otherwise to the terms conditions limitations and exceptions of the policy

ENDORSEMENT 110

Special Conditions Concerning Safety Measures with respect to Precipitation, Flood and Inundation

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers shall only indemnify the Insured for loss, damage or liability caused directly or indirectly by precipitation, flood or inundation if adequate safety measures have been taken in designing and executing the project involved.

For the purposes of this Endorsement adequate safety measures shall mean that, at all times throughout the policy period, allowance is made for precipitation, flood and inundation up to a return period of 20 years for the location insured on the

basis of the statistics prepared by the meteorological agencies.

Loss, damage or liability resulting from the Insured's not immediately removing obstructions (e.g. sand, trees) from watercourses within the construction site, whether carrying water or not, in order to maintain free water flow shall not be indemnifiable.

ENDORSEMENT 014

Exclusion of Loss, Damage or Liability due to Terrorism

It is agreed and understood that, notwithstanding the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurer shall not indemnify the insured for loss or damage or liability directly or indirectly caused by or resulting from any act of terrorism.

For the purpose of this endorsement an act of terrorism means an 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 organisation(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.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by or resulting from any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

In any action, suit or other proceeding where the Insurers allege that by reason of the provisions of this Endorsement any loss, destruction, damage or liability is not covered by this insurance the burden of proving that such loss, destruction, damage or liability is covered shall be upon the insured

ENDORSEMENT 111

Special conditions concerning removal of debris from landslides (LIMIT Rwf. 10,000,000.00)

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers shall not indemnify the Insured in respect of

- expenses incurred for the removal of debris from landslides in excess of the costs of excavating the original material from the area affected by such landslides,
- expenses incurred for the repair of eroded slopes or other graded areas if the Insured has failed to take the measures required or to take them in time

ENDORSEMENT 302 - SURROUNDING PROPERTY & THIRD-PARTY LIABILITY

Surrounding Property and Third Party Liability,

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, and subject to the Insured having paid the agreed extra premium, this insurance shall be extended in respect of the items contained in the specification of the Policy to include any sudden and unforeseen physical loss of or damage to property of the Insured other than his own plant, machinery and apparatuses insurable under the Policy and to indemnify the Insured in respect of any such sums which the Insured becomes legally liable to pay as damages consequent upon:

- a. accidental bodily injury to or illness of third parties (whether fatal or not),
- b. accidental loss of or damage to property belonging to third parties arising as the direct consequence of and solely due to explosion or collapse or tearing apart on account of centrifugal forces originating from the item referred to hereinabove.

With regard to a claim for compensation to which the indemnity provided for herein applies, the Insurers shall in addition

indemnify the Insured in respect of:

- a. all costs and expenses of litigation recovered by any claimant from the Insured and
- b. all costs and expenses incurred with the written consent of the Insurers.

The Insurers' total liability shall not, however, exceed the limits of indemnity stated below.

Special Conditions

1. The Insurers shall not indemnify the Insured in respect of

- a. the expenditure incurred in making good or repairing or replacing anything covered or coverable under the Policy;
- b. liability consequent upon
 - aa. bodily injury to or illness (whether fatal or not) of employees or workmen of the Insured or members of their families;
 - bb. any agreement by the Insured to pay any sum by way of indemnity or otherwise unless such liability would have attached also in the absence of such agreement.

2. No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Insurers, who are entitled, if they so desire, to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute for their own benefit in the name of the Insured any claim for indemnity or damages or otherwise and who have full discretion in the conduct of any proceedings or in the settlement of any claim; the Insured shall give all such information and assistance as the Insurers may require.

3. The Insurers may so far as any accident is concerned pay to the Insured the limit of indemnity for anyone accident (but deducting therefrom in such case any sum or sums already paid as compensation in respect thereof) or any lesser sum for which the claim or claims arising from such accident can be settled and shall thereafter be under no further liability in respect of such accident.

Insured item(s)

Limit of indemnity : As per Section 2

ENDORSEMENT 010

Exclusion of loss, damage or liability due to flood and inundation

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers shall not indemnify the Insured for loss, damage or liability directly or indirectly caused by or resulting from flood and inundation.

ENDORSEMENT 013

Property in off-site storage

It is agreed and understood that, notwithstanding the terms, exclusions, provisions and conditions of the Policy or any Endorsements agreed upon and subject to the Insured having paid the agreed extra premium, Section 1 of the Policy shall be extended to cover loss of or damage to property insured (except property being manufactured, processed or stored at the manufacturer's, distributor's or supplier's premises) in off-site storage within the territorial limits as stated below.

The Insurers shall not indemnify the Insured for loss or damage caused by the failure to take generally accepted loss prevention measures for warehouses or storage units. Such measures shall include, in particular:

- ensuring that the storage area is enclosed (either a building or at least fenced in), guarded, protected against fire, as

appropriate for the particular location or type of property stored;

- separating the storage units by fire-proof walls or by a distance of at least 50 metres;
- positioning and designing the storage units in such a way as to prevent damage by accumulating water or flooding due to rainfall or by a flood with a statistical return period of less than 20 years;
- the Insured shall employ watchmen from an approved Professional Security/Patrol Service firm and that such Professional Security /Patrol Service firm shall be given instructions that when the premises are closed for customers or callers, the whole premises shall be patrolled by the watchmen at regular intervals.

A private watchman employed by the insured or any private or Professional Security/ Patrol Services firm shared with adjacent tenants will not be deemed to be a watchman within the meanings of this warranty.

In the event of the services of such watchman being temporarily or permanently discontinued or unavailable the Insurance cover shall be deemed to be suspended until the Company shall have been advised and their assent in writing to the continuance of the Insurance obtained.

- the premises are protected by full automatic burglar alarm installation with backup services provided by an approved professional security/patrol services firm. Such alarm must be inspected maintained, and kept in through working order and that the alarm is always set before the premises are closed against customers and callers.

In event of the services of such burglar alarm being temporarily or permanently discontinued or unavailable the insurance cover shall be deemed to be suspended until the company shall have been advised and their assent in writing to the continuance of the insurance obtained

- limiting the value per storage unit.

Territorial limits of:

Maximum value per storage unit:

Limit of indemnity (anyone occurrence): Frw 40,000,000.00

Deductible: As per policy

ENDORSEMENT 113 INLAND TRANSIT

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the insured having paid the agreed extra premium, Section 1 of this insurance shall be extended to cover loss of or damage to the insured property whilst in transit to the contract site other than on waterways or by air within the territorial limits of provided that the maximum amount payable under this Endorsement does not exceed per conveyance.

Total value of property:

Deductible: As stated in schedule

Extra premium: Included in Price

ENDORSEMENT 119

Existing property or property belonging to or held in care, custody or control by the insured

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed extra premium, Section 1 of this Policy shall be extended to cover loss of or damage to the existing property or property belonging to or held in care, custody or control by the Insured caused by or arising out of the construction or erection of the items insured under Section 1.

Insured property:

Sum insured:

The Insurers shall only indemnify the Insured for loss of or damage to the insured property provided that prior to the commencement of construction its condition is sound and the necessary safety measures have been taken. In respect of loss or damage caused by vibration or by the removal or weakening of support Insurers shall only indemnify the Insured for loss or damage as a result of a total or partial collapse of the insured property, and not for superficial damage which neither impairs the stability of the insured property nor endangers its users.

The Insurers shall not indemnify the Insured for

- loss or damage which is foreseeable having regard to the nature of the construction work or the manner of its execution,
- the costs of loss prevention or minimization measures which become necessary during the period of insurance.

ENDORSEMENT 120

Vibration, removal or weakening of support

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the

Policy or endorsed thereon and subject to the Insured having paid the agreed extra premium, Section 2 of this insurance shall be extended to cover liability consequent upon loss or damage caused by vibration or by the removal or weakening of support. Provided always that the Insurers indemnify the Insured in respect of liability for loss or damage to any property or land or building only if such loss or damage results in the total or partial collapse,

– the Insurers indemnify the Insured in respect of liability for loss or damage to any property or land or building only if prior to the commencement of construction its condition is sound and the necessary loss prevention measures have been taken,
– if required, the Insured, before commencement of construction and at his own expense, prepares a report on the condition of any endangered property or land or building.

The Insurers shall not indemnify the Insured in respect of liability for

– loss or damage which is foreseeable having regard to the nature of the construction work or the manner of its execution,
– superficial damage which neither impairs the stability of the property, land or buildings nor endangers their users,
– the costs of loss prevention or minimization measures which become necessary during the period of insurance.

Limit of indemnity (any one occurrence): Frw 20,000,000/=

ENDORSEMENT 005

Special Conditions Concerning the Construction and/or Erection Time Schedule

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the following shall apply to this insurance:

The construction and/or erection time schedule together with any other statements made in writing by the Insured for the purpose of obtaining cover under the Policy as well as technical information forwarded to the Insurers is deemed to be incorporated herein.

The Insurers shall not indemnify the Insured in respect of loss or damage caused by or arising out of or aggravated by deviations from the construction and/or erection time schedule exceeding the number of weeks stated below unless the Insurers had agreed in writing to such a deviation before the loss occurred.

Deviation from time schedule: 2 weeks

ENDORSEMENT 103

Exclusion of Loss of or Damage to Crops, Forests and Culture

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers shall only indemnify the Insured for loss, damage or liability directly or indirectly caused to crops, forests and/or any cultures during the execution of the contract works.

ENDORSEMENT 108

Warranty Concerning Construction Plant, Equipment and Machinery

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers shall only indemnify the Insured for loss, damage or liability directly or indirectly caused to construction plant, equipment and machinery by flood and inundation if, after the execution of works or in case of any interruption, such construction plant, equipment and machinery are kept in an area not endangered by 20-year floods.

MATERIALS OFF SITE

Property in off-site storage

It is agreed and understood that, notwithstanding the terms, exclusions, provisions and conditions of the Policy or any Endorsements agreed upon and subject to the Insured having paid the agreed extra premium, Section 1 of the Policy shall be extended to cover loss of or damage to property insured (except property being manufactured, processed or stored at the manufacturer's, distributor's or supplier's premises) in off-site storage within the territorial limits as stated below.

The Insurers shall not indemnify the Insured for loss or damage caused by the failure to take generally accepted loss prevention measures for warehouses or storage units. Such measures shall include, in particular:

- ensuring that the storage area is enclosed (either a building or at least fenced in), guarded, protected against fire, as appropriate for the particular location or type of property stored;
- separating the storage units by fire-proof walls or by a distance of at least 50 metres;
- positioning and designing the storage units in such a way as to prevent damage by accumulating water or flooding due to

rainfall or by a flood with a statistical return period of less than 20 years;

- the Insured shall employ watchmen from an approved Professional Security/Patrol Service firm and that such Professional Security /Patrol Service firm shall be given instructions that when the premises are closed for customers or callers, the whole premises shall be patrolled by the watchmen at regular intervals.

A private watchman employed by the insured or any private or Professional Security/ Patrol Services firm shared with adjacent tenants will not be deemed to be a watchman within the meanings of this warranty.

In the event of the services of such watchman being temporarily or permanently discontinued or unavailable the Insurance cover shall be deemed to be suspended until the Company shall have been advised and their assent in writing to the continuance of the Insurance obtained.

- the premises are protected by full automatic burglar alarm installation with back—up services provided by an approved professional security/patrol services firm. Such alarm must be inspected maintained, and kept in through working order and that the alarm is always set before the premises are closed against customers and callers.

In event of the services of such burglar alarm being temporarily or permanently discontinued or unavailable the insurance cover shall be deemed to be suspended until the company shall have been advised and their assent in writing to the continuance of the insurance obtained

- limiting the value per storage unit.

Territorial limits of:

Maximum value per storage unit:

Limit of indemnity (anyone occurrence): Frw 20,000,000

ENDORSEMENT 100

Cover for testing of machinery and installations

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the period of cover shall be extended to include a test operation or a test loading but not beyond four weeks from the date of commencement of the test.

If, however, a part of a plant or one (or several) machine(s) is (are) tested and/or put into operation or taken over, the cover for that particular part of the plant or machine(s) and any liability resulting therefrom shall cease whereas the cover shall continue for the remaining parts to which the above does not apply.

It is further agreed and understood that for the machinery and installations undergoing a test, exclusions c and d of the Exclusions to Section 1 of the Policy shall be deleted and the following exclusion shall apply:

“loss or damage due to faulty design, defective material or casting, bad workmanship other than faults in erection.”

In the case of second-hand items, the insurance hereunder shall, however, cease immediately on the commencement of the test.

ENDORSEMENT 101

Special conditions concerning the construction of tunnels, galleries, temporary or permanent subsurface structures or installations

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers shall not indemnify the Insured in respect of the expenses incurred for

– alterations in the construction method or due to unforeseen ground conditions or obstructions,

– measures which become necessary to improve or stabilize ground conditions or to seal against water ingress unless necessary to reinstate indemnifiable loss or damage,

– removing material which has been excavated, or due to overbreak in excess of the design profile and/or for refilling cavities resulting therefrom,

– dewatering unless necessary to reinstate indemnifiable loss or damage,

– loss or damage due to breakdown of the dewatering system if such loss or damage could have been avoided by use of standby facilities,

– the abandonment or recovery of tunnel-boring machines,

– the loss of bentonite, suspensions, or any media or substance used for

excavation support or as a ground-conditioning agent.

In the event of indemnifiable loss or damage the maximum amount payable under this Policy shall be limited to the expenses incurred to reinstate the insured property to a standard or condition technically equivalent to that which existed immediately before the occurrence of loss or damage but not in excess of the percentage as stated below of the original average per-metre construction cost of the immediate damaged area.

ENDORSEMENT 114

Serial losses

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the following clause shall apply to this insurance:

Loss or damage due to faulty design (if covered by endorsement), defective material and/or workmanship arising out of the same cause to structures, parts of structures, machines or equipment of the same type shall be indemnified according to the following scale after applying the policy deductible for each loss:

100% of the first 2 losses

80% of the 3rd loss

60% of the 4th loss

50% of the 5th loss

Further losses shall not be indemnified.

ENDORSEMENT 115

Cover for designer's risk

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed extra premium, exclusion c) under special exclusions to Section 1 of the Policy shall be deleted and exclusion d replaced by the following wording:

"d) The cost of replacement, repair or rectification of loss of or damage to items due to defective material and/or workmanship and/or faulty design, but this exclusion shall be limited to the items immediately affected and shall not be deemed to exclude loss of or damage to correctly executed items resulting from an accident due to such defective material and/or workmanship and/or faulty design."

DECLARATION CLAUSE

The first and all renewal premiums that may be accepted are to be regulated by the total value of specific contracts carried by the insured during the current period of insurance. If the total value of contracts shall differ from the amount on which premium has been based, there the difference shall be met by a further proportionate payment to the Company or by a refund as the case may be. It is also a condition that the insured is to declare each and every contract awarded during the period of insurance.

Endorsement 104

Special conditions concerning the construction of dams and water reservoirs

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers shall not indemnify the Insured in respect of

- grouting of soft rock areas and/or other additional safety measures even if their necessity arises only during construction,
- expenses incurred for dewatering even if the quantities of water originally expected are exceeded substantially,
 - loss or damage due to breakdown of the dewatering system if such breakdown could have been avoided by sufficient stand-by facilities,
- expenses incurred for additional sealing or waterproofing and additional facilities for the discharge of run-off and/or underground water,
- loss or damage due to subsidence if caused by insufficient compacting,
- cracks and leakage.

Endorsement 109

Warranty concerning construction material

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers shall only indemnify the Insured for loss, damage or liability directly or indirectly caused to construction material by flood or inundation if such construction material does not exceed three days' demand and the exceeding quantities are kept in areas not endangered by 20-year floods.

Endorsement 112

Special conditions concerning fire-fighting facilities and fire safety on construction sites

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers shall only indemnify the Insured for loss or damage directly or indirectly caused by or resulting from fire or explosion, provided always that

1. with regard to the progress of work adequate fire-fighting equipment and sufficient extinguishing agents are available and operative at all times.

Fully operative wet riser hydrants are installed up to one level below the highest current work level and are sealed by temporary end caps;

2. the cabinets containing hose reels and portable fire extinguishers are inspected at regular intervals but at least twice a week;

3. fire compartments as required by local regulations are installed as soon as possible after the removal of formwork.

Openings for lift shafts, service ducts and other voids are provisionally closed as soon as possible but not later than at the commencement of fit-out work;

4. waste material is removed regularly. All floors undergoing fit-out are cleared of combustible waste at the end of each working day;

5. a "permit to work" system is implemented for all contractors engaged in "hot work" of any kind such as but not limited to

– grinding, cutting or welding operations,

– use of blow lamps and torches,

– application of hot bitumen, or any other heat-producing operation.

"Hot work" is carried out only in the presence of at least one worker equipped with a fire extinguisher and trained in fire-fighting.

The area of any "hot work" is examined one hour after the work has finished;

6. storage of material for the construction or erection shall be subdivided into storage units not exceeding the value stated below per storage unit. The individual storage units shall be either at least 50 m apart or separated by fire-proof walls.

All flammable material and especially all flammable liquids and gases shall be stored at a sufficiently large distance from the property under construction or erection and any hot work;

7. a Site Safety Coordinator is appointed.

A reliable fire alarm system is installed and whenever possible a direct communication link maintained with the nearest fire brigade.

Endorsement 116

Cover for insured contract works taken over or put into service

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed extra premium, the insurance shall be extended to cover – loss of or damage to parts of the insured contract works taken over or put into service if such loss or damage emanates from the construction of the items insured under Section 1 and happens during the period of cover.

Endorsement 012

Exclusion of loss, damage or liability due to windstorm or wind-related water damage

It is agreed and understood that, notwithstanding the terms, exclusions, provisions and conditions of the Policy or any Endorsements agreed upon, the Insurers shall not indemnify the Insured for loss or damage or liability directly or indirectly caused by or resulting from windstorm equal to or exceeding grade 8 on the Beaufort Scale (mean windspeed exceeding 62 km/h) or any water damage occurring in connection with or as a consequence of such windstorm.

Endorsement 101**Special conditions concerning the construction of tunnels, galleries, temporary or permanent subsurface structures or installations**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers shall not indemnify the Insured in respect of the expenses incurred for – alterations in the construction method or due to unforeseen ground conditions or obstructions, – measures which become necessary to improve or stabilize ground conditions or to seal against water ingress unless necessary to reinstate indemnifiable loss or damage, – removing material which has been excavated, or due to overbreak in excess of the design profile and/or for refilling cavities resulting therefrom, – dewatering unless necessary to reinstate indemnifiable loss or damage, – loss or damage due to breakdown of the dewatering system if such loss or damage could have been avoided by use of standby facilities, – the abandonment or recovery of tunnel-boring machines, – the loss of bentonite, suspensions, or any media or substance used for excavation support or as a ground-conditioning agent. In the event of indemnifiable loss or damage the maximum amount payable under this Policy shall be limited to the expenses incurred to reinstate the insured property to a standard or condition technically equivalent to that which existed immediately before the occurrence of loss or damage but not in excess of the percentage as stated below of the original average per-metre construction cost of the immediate damaged area.