

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

This endorsement forms part of *Section I*

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

1. Exclusion

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

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

2. Limits

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

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

3. Definitions

Tunnel Works

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

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

Period of Insurance

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

Percentage Limit

Calculated in accordance with the following formula:

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

Percentage Multiplier

means the following: Enter percentage. %.

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

Immediate Damaged Length

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

Monetary Limit and Original Per-Metre Construction Cost

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

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

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