

This endorsement forms part of section 1a and is subject otherwise to the terms, provisions, conditions and exclusions contained in the *policy of insurance* or endorsed thereon.

1. Exclusion

1.1. The *insurer* shall not indemnify the *insured* in respect of costs incurred

1.1.1. for replacing or rectifying piles or retaining wall elements

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

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

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

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

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

1.1.4. for filling voids or for replacing lost bentonite,

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

1.1.6. for reinstating profiles or dimensions.

2. Special conditions

2.1. These special exclusions shall not apply to loss or damage resulting from an *act of God*.

2.2. The burden of proving that loss of or damage to *property insured* results from an *act of God* shall be upon the *insured*.