

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

This endorsement forms part of *Section I*

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

1. Exclusions

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

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

2. Definitions

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

3. Warranties

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