

# CEAR Insurance – Endorsement 14120 Special Insurance Cover: Liability Consequent Upon Vibration, Removal or Weakening of Support

This endorsement forms part of Section II

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

#### 1. Indemnification

- 1.1. The *Insurer* shall indemnify the *Insured* in respect of liability consequent upon loss or damage resulting from vibration or by the removal or weakening of support.
- 1.2. The indemnity provided by this endorsement shall not exceed during the *Period of Insurance* the *Aggregate Limit of Indemnity* specified below.

#### 2. Deductible

In respect of each and every *Occurrence* of loss or damage, the *Insurer* shall not be liable for the *Deductible* specified below.

### 3. Special Exclusions

- 3.1. The *Insurer* shall not indemnify the *Insured* in respect of liability for:
- 3.1.1. Any loss or damage that is foreseeable having regard to the nature of the construction work or the manner of its execution,
- 3.1.2. Any superficial damage which neither impairs the stability of the property, land or buildings nor endangers their users, and
- 3.1.3. Any costs of loss prevention or minimization measures which become necessary during the *Period of Insurance*.

## 4. Special Conditions

- 4.1. The *Insurer* shall indemnify the *Insured* in respect of liability for loss or damage to any property or land or building only if
- 4.1.1. such loss or damage results in the total or partial collapse, and
- 4.1.2. prior to the commencement of construction its condition is sound and the necessary loss prevention measures have been taken.
- 4.2. If requested by the *Insurer*, the *Insured* shall, before the commencement of work and at its own expense, prepare a report on the condition of any endangered property or land or building.

Aggregate Limit of Indemnity: Enter limit.

Deductible: Enter deductible. each and every loss/Occurrence