



Example Endorsement for the Insurance Contract in respect of
the 'Joint Code of Practice for Risk Management of Tunnel Works '

.....
Introductory Notes:

If an Insurance Policy provides cover for a site where the Code is in operation, such Policy should normally contain an endorsement noting this and outlining the respective rights and responsibilities of the Insured and the Insurer(s) (referred to below as 'the Company').

There is no mandatory version of such Policy endorsement. This is shown below. The form may need to be adapted to ensure consistency with the terms and conditions and terminology used in the balance of the Policy wording.

It is important that each party should consult their Insurance Advisers when considering any insurance implications of the Code. It is also important that Clients ensure that they have power under relevant contracts to require Contractors and Consultants to implement Remedial Measures stipulated by Insurers under the Endorsement. Attention is drawn here to clause 7.2.3 of the Code.

Example Endorsement

The insured shall use all reasonable endeavours to comply with the 'Joint Code for Risk Management of Tunnel Works ' (hereinafter referred to as the Code) or any subsequent amendment thereto or revised edition thereof current at inception or subsequent renewal of the Policy.

Any representative appointed for the purpose by the Company shall have the right at all reasonable times and on reasonable notice to enter and inspect

any construction site insured under the Policy and/or any relevant documents relating thereto for the purpose of checking whether these in all or any respects comply with the Code.

In the event of the Company becoming aware of what it considers to be a breach of the Code, the Company shall inform the Client or his representative and the Main/Management Contractor's Construction Site management of the nature of the breach specifying the remedial measures required by the Company and the period within which these shall be completed. The Client and the Main/Management Contractor will then ensure that all relevant Consultants and Trade/Subcontractors are made aware promptly of the relevant breach and that the Remedial Measures are carried out within the period being stipulated by the Company.

Where the Company considers such a breach is of sufficient importance, the Company shall confirm the same by notice in writing to the Client and Main/Management Contractor at their respective addresses nominated by the Insured at the inception of cover or as subsequently amended.

Two weeks after third subsequent notice with no appropriate remedies, the Company may amend or alter terms and conditions of cover for the parts of the contract that had been found non compliant with the Code from the date stated in the notice (not being a date earlier than the date named for the completion of the Remedial Measures).

Cover under this Policy shall only be amended or altered to the extent specified in the notice(s) and shall not apply to Works or cover or Insured not so specified.

Nothing in this Endorsement shall prejudice, waive or remove the rights of the Company under the terms of other Policy conditions and exclusions or otherwise under or in relation to the Policy.

Subject otherwise to the terms, conditions and exclusions of this Policy