

IMIA – WGP 53 (07) - Rehabilitation Works and High Coverage Limits for Existing Property

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Once upon the time...

...construction complexity on existing property was low



And today....

...rehabilitation works on an existing paper machine



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High Coverage Limits for Existing Property



High Coverage Limits for Existing Property

The problems for insurers:

Contract works Insurers usually feel uneasy if contract works involve high values of Existing Property (EP):

- Insufficient knowledge / information of the EP (how deeply involved, technical condition, protection measures?)
- Insufficient knowledge of the actual values of EP involved (exposure may be substantial even at a low sub-limit)
- Rating difficult (rate on contract value only is inadequate, rate on existing property limit difficult to evaluate – add. premium for EP may look disproportionate compared with premium calculated on contract value only
- Delay in Start-Up cover difficult to evaluate for complex rehabilitation works and cover normally excludes BI for EP.

High Coverage Limits for Existing Property

How to achieve reasonable cover:

Parties involved need to look at:

- cover provided or possibly available within existing Property / Machinery insurance covers and additional Contract Works and DSU covers in order to supplement cover for gaps as far as possible in one or the other policy.
- Verify possibilities of waiver of recourse against the contractor for damage to EP (at least for small contracts at large exposed EP values).

Study of various Cases and their possible cover of **Existing Property (EP)**:

under:

- Existing Covers (EC) and
- Contract Works (CW) Covers
- Case A Existing Property not directly involved and operation continuing

 Case B – Existing Property directly involved and operation not continuing

A) Existing Property not directly involved and operation continuing

Case 1: Small contract – High EP value

EP:

- Low limit under CW
- add. cover under EC possible

Small contract

(non-recourse agreement advisable)

CONSTRUCTION SITE

- usually most difficult for CW insurers
 - increased risk insurable under EC

A) Existing Property not directly involved and operation continuing

Case 2: Open CW policy – unknown EP details

EP:

- Very low limit under CW
- (add.) cover under EC possible

Small - medium size contract

CONSTRUCTION SITE

- usually most difficult for CW insurers
 - increased risk insurable under EC

A) Existing Property not directly involved and operation continuing

Case 3: Large contract – High EP value

EP:

- Higher limit under CW- add. cover under EC
- add. cover under EC possible

Large project contract

CONSTRUCTION SITE

- usually most difficult for CW insurers
- increased risk not easily accepted under EC

B) Existing Property directly involved and operation not continuing

Case 1: Small contract – High EP value

EP:

- Low limit under CW
- add. cover under EC possible

Small contract

(non-recourse agreement advisable)

CONSTRUCTION SITE

- at low limit possible under DSU policy by CW insurers (at least for new equipment)
- increased risk for EP may be insurable under EC

B) Existing Property directly involved and operation not continuing Case 2: Open CW policy – unknown EP details

EP:

- Very low limit under CW (higher limit case by case)
- (add.) cover under EC possible

Small - medium size contract

CONSTRUCTION SITE

- possible under DSU policy by CW insurers (at least for new equipment) only case by case
- increased risk for EP may be difficult under EC

B) Existing Property directly involved and operation not continuing Case 3: Large contract – High EP value

EP: - Higher limit under CW - add. cover under EC not easily accepted Large contract CONSTRUCTION SITE

- possible under DSU policy by CW insurers (at least for new equipment)
- increased risk for EP may be difficult under EC

B) Existing Property directly involved and operation not continuing Case 4: Comprehensive Project – High EP value

EP:

- high limit under CW or inclusion in contract value
 - add. cover under EC not possible

Comprehensive Project

(contractor takes full responsibility for EP)

CONSTRUCTION SITE

- possible under DSU policy by CW insurers
- risk for EP may not be insurable under EC

Summary

- The exposures to Existing Property may vary substantially
- Small contracts in complex environments = not easy to include high limits for EP under Contract Works cover
- Large contracts/high contract values = higher limits for existing property possible under CW policy
- Important large rehabilitation works with high limits for existing property = often insurance is taken out by the Principal (existing property, BI/Delay in Start-up etc).