

Special Endorsement for Wet Risks

This Endorsement forms part of Section 1 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 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 river/sea,
 - 1.1.3. loss of or damage to more than 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 or re-dredging,
 - 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 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 impact of shipping
 - 1.1.16. marine liability

2. Definition

- 2.1. 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.
 - 3.1.2 make navigation distance for public traffic to work side minimum 200 m.