



ENDORSEMENTS

CONTRACTORS' ALL RISKS INSURANCE

(BAO MINH – CONSTRUCTION INSURANCE - 2018)

(Issued in accordance with the Decision No. 0292/2018-BM/TSKT dated February, 29th, 2018 by the Chief Executive Officer of Bao Minh Insurance Corporation)

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1.1

1. ENDORSEMENT 001: COVER FOR LOSS OR DAMAGE DUE TO STRIKE, RIOT AND CIVIL COMMOTION (SRCC)

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, and subject to the Insured having paid the agreed extra premium, this Policy shall be extended to cover loss or damage due to strike, riot and civil commotion which for the purpose of this Endorsement shall mean (subject always to the special conditions hereinafter contained) loss of or damage to the property insured directly caused by

1. the act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or lockout or not) not being an occurrence mentioned in item 2 of the special conditions hereof,
2. the action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimizing the consequences of any such disturbance,
3. the wilful act of any striker or locked-out worker performed in furtherance of a strike or in resistance to a lockout,
4. the action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimizing the consequences of any such act,

provided that it is hereby further expressly agreed and declared that

1. all the terms, exclusions, provisions and conditions of the Policy shall apply in all respects to the insurance granted by this extension save in so far as the same are expressly varied by the following special conditions, and any reference to loss or damage in the wording of the Policy shall be deemed to include the perils hereby insured against,
2. the following special conditions shall apply only to the insurance granted by this extension, and the wording of the Policy shall apply in all respects to the insurance granted by the Policy as if this Endorsement had not been made thereon.

Special conditions:

1. This insurance shall not cover
 - a) loss or damage resulting from total or partial cessation of work or the retarding, interruption or cessation of any process or operation,
 - b) loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority,
 - c) loss or damage occasioned by permanent or temporary dispossession of any building resulting from the unlawful occupation by any person of such building,
 - d) consequential loss or liability of any kind or description, any payments over and above the indemnity for the material damage as provided herein, provided nevertheless that Bao Minh are not relieved under b) or c) above of any liability to the Insured in respect of physical damage to the property insured occurring before dispossession or during temporary dispossession.
2. This insurance shall not cover any loss or damage occasioned by or through or in consequence, directly or indirectly, of any of the following occurrences, namely
 - a) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war,
 - b) mutiny, civil commotion assuming the proportion of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power,

- c) any act of any person acting on behalf of or in connection with any organization with activities directed toward the overthrow by force of the government de jure or de facto or to the influencing of it by terrorism or violence.

In any action, suit or other proceeding, where Bao Minh allege that by reason of the provisions of this condition any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered shall be upon the Insured.

3. This insurance may at any time be terminated by Bao Minh on notice to that effect being given by registered post at the Insured's last known address, in which case Bao Minh shall be liable to repay a rateable proportion of the premium for the unexpired term from the date of termination.
4. The limit of indemnity any one occurrence as stated below shall be understood to limit the indemnity for all loss or damage covered by this Endorsement during a consecutive period of 168 hours.

The aggregate liability of Bao Minh during the period of cover of this Policy shall be limited by twice the limit of indemnity any one occurrence.

Limit of indemnity: any one occurrence

Deductible any one occurrence

Extra premium:

2. ENDORSEMENT 002: COVER FOR CROSS LIABILITY

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed extra premium, the third party liability cover of the Policy shall apply to the insured parties named in the Schedule as if a separate policy had been issued to each party, provided that Bao Minh shall not indemnify the Insured under this Endorsement in respect of liability for

- loss of or damage to items insured or insurable under Section 1 of the Policy, even if not recoverable due to an excess or any limit,
- fatal or non-fatal injury or illness of employees or workmen who are or could have been insured under workmen's compensation and/or employers' liability insurance.

Bao Minh's total liability in respect of the insured parties shall not however exceed in the aggregate for any one accident or series of accidents arising out of one event the limit of indemnity stated in the Schedule.

Extra premium:

3. ENDORSEMENT 003: MAINTENANCE VISITS COVER

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed extra premium, this insurance shall be extended for the maintenance period specified hereunder to cover solely loss of or damage to the contract works caused by the insured contractor(s) in the course of the operations carried out for the purpose of complying with the obligations under the maintenance provisions of the contract.

Maintenance cover: from to

Extra premium:

4. ENDORSEMENT 004: EXTENDED MAINTENANCE COVER

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed extra premium, this insurance shall be extended for the maintenance period specified hereunder to cover loss of or damage to the contract works

- caused by the insured contractor(s) in the course of the operations carried out for the purpose of complying with the obligations under the maintenance provisions of the contract,
- occurring during the maintenance period provided such loss or damage was caused on the site during the construction period before the certificate of completion for the lost or damaged section was issued.

Maintenance cover: *from* *to*

Extra premium:

5. ENDORSEMENT 005: SPECIAL CONDITIONS CONCERNING THE CONSTRUCTION AND/OR ERECTION TIME SCHEDULE

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the following shall apply to this insurance:

- The construction and/or erection time schedule together with any other statements made in writing by the Insured for the purpose of obtaining cover under the Policy as well as technical information forwarded to Bao Minh shall be deemed to be incorporated herein.
- Bao Minh shall not indemnify the Insured in respect of loss or damage caused by or arising out of or aggravated by deviations from the construction and/or erection time schedule exceeding the number of weeks stated below unless Bao Minh had agreed in writing to such a deviation before the loss occurred.

Deviation from time schedule: *weeks*

6. ENDORSEMENT 006: COVER OF EXTRA CHARGES FOR OVERTIME, NIGHT WORK, WORK ON PUBLIC HOLIDAYS, EXPRESS FREIGHT

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed extra premium, this insurance shall be extended to cover extra charges for overtime, night work, work on public holidays and express freight (excluding airfreight).

Provided always that such extra charges shall be incurred in connection with any loss of or damage to the insured items recoverable under the Policy.

If the sum(s) insured of the damaged item(s) is (are) less than the amount(s) required to be insured, the amount payable under this Endorsement for such extra charges shall be reduced in the same proportion.

Limit of indemnity: *20% any one occurrence*

Extra premium:

7. ENDORSEMENT 007: COVER OF EXTRA CHARGES FOR AIRFREIGHT

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed extra premium, this insurance shall be extended to cover extra charges for airfreight.

Provided always that such extra charges shall be incurred in connection with any loss of or damage to the insured items recoverable under the Policy.

Provided further that the maximum amount payable under this Endorsement in respect of airfreight shall not exceed the amount stated below during the period of insurance.

Deductible: 20% of the indemnifiable extra charges, minimum / any one occurrence

Maximum amount payable:

Extra premium:

8. ENDORSEMENT 008: WARRANTY CONCERNING STRUCTURES IN EARTHQUAKE ZONES

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, Bao Minh shall only indemnify the Insured for loss, damage or liability arising out of earthquake if the Insured proves that the earthquake risk was taken into account in design according to the official building codes valid for the site and that the qualities of material and workmanship and the dimensions on which the calculations were based were adhered to.

9. ENDORSEMENT 009: EXCLUSION OF LOSS, DAMAGE OR LIABILITY DUE TO EARTHQUAKE

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, Bao Minh shall not indemnify the Insured for loss, damage or liability directly or indirectly caused by or resulting from earthquake.

10. ENDORSEMENT 010: EXCLUSION OF LOSS, DAMAGE OR LIABILITY DUE TO FLOOD AND INUNDATION

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, Bao Minh shall not indemnify the Insured for loss, damage or liability directly or indirectly caused by or resulting from flood and inundation.

11. ENDORSEMENT 012: EXCLUSION OF LOSS, DAMAGE OR LIABILITY DUE TO WINDSTORM OR WIND-RELATED WATER DAMAGE

It is agreed and understood that, notwithstanding the terms, exclusions, provisions and conditions of the Policy or any Endorsements agreed upon, Bao Minh shall not indemnify the Insured for loss or damage or liability directly or indirectly caused by or resulting from windstorm equal to or exceeding grade 8 on the Beaufort Scale (mean wind speed exceeding 62 km/h) or any water damage occurring in connection with or as a consequence of such windstorm.

12. ENDORSEMENT 013: PROPERTY IN OFF-SITE STORAGE

It is agreed and understood that, notwithstanding the terms, exclusions, provisions and conditions of the Policy or any Endorsements agreed upon and subject to the Insured having paid the agreed extra premium, Section 1 of the Policy shall be extended to cover loss of or damage to property insured (except property being manufactured, processed or stored at the manufacturer's, distributor's or supplier's premises) in off-site storage within the territorial limits as stated below.

Bao Minh shall not indemnify the Insured for loss or damage caused by the failure to take generally accepted loss prevention measures for warehouses or storage units. Such measures shall include, in particular:

- ensuring that the storage area is enclosed (either a building or at least fenced in), guarded, protected against fire, as appropriate for the particular location or type of property stored;
- separating the storage units by fire-proof walls or by a distance of at least 50 metres;
- positioning and designing the storage units in such a way as to prevent damage by accumulating water or flooding due to rainfall or by a flood with a statistical return period of less than 20 years;
- limiting the value per storage unit.

Territorial limits of:

Maximum value per storage unit:

Limit of indemnity (any one occurrence):

Deductible: % of loss amount, minimum ... / any one occurrence

Extra premium:

13. ENDORSEMENT 100: COVER FOR TESTING OF MACHINERY AND INSTALLATIONS

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the period of cover shall be extended to include a test operation or a test loading but not beyond four weeks from the date of commencement of the test.

If, however, a part of a plant or one (or several) machine(s) is (are) tested and/or put into operation or taken over, the cover for that particular part of the plant or machine(s) and any liability resulting therefrom shall cease whereas the cover shall continue for the remaining parts to which the above does not apply.

It is further agreed and understood that for the machinery and installations undergoing a test, exclusions c) and d) of the Exclusions to Section 1 of the Policy shall be deleted and the following exclusion shall apply:

“loss or damage due to faulty design, defective material or casting, bad workmanship other than faults in erection.”

In the case of second-hand items, the insurance hereunder shall, however, cease immediately on the commencement of the test.

14. ENDORSEMENT 101: SPECIAL CONDITIONS CONCERNING THE CONSTRUCTION OF TUNNELS, GALLERIES, TEMPORARY OR PERMANENT SUBSURFACE STRUCTURES OR INSTALLATIONS

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, Bao Minh shall not indemnify the Insured in respect of the expenses incurred for

- alterations in the construction method or due to unforeseen ground conditions or obstructions,
- measures which become necessary to improve or stabilize ground conditions or to seal against water ingress unless necessary to reinstate indemnifiable loss or damage,
- removing material which has been excavated, or due to overbreak in excess of the design profile and/or for refilling cavities resulting therefrom,
- dewatering unless necessary to reinstate indemnifiable loss or damage,
- loss or damage due to breakdown of the dewatering system if such loss or damage could have been avoided by use of standby facilities,
- the abandonment or recovery of tunnel-boring machines,
- the loss of bentonite, suspensions, or any media or substance used for excavation support or as a ground-conditioning agent.

In the event of indemnifiable loss or damage the maximum amount payable under this Policy shall be limited to the expenses incurred to reinstate the insured property to a standard or condition technically equivalent to that which existed immediately before the occurrence of loss or damage but not in excess of the percentage as stated below of the original average per-metre construction cost of the immediate damaged area.

Maximum percentage payable: %

15. ENDORSEMENT 102: SPECIAL CONDITIONS CONCERNING UNDERGROUND CABLES, PIPES AND OTHER FACILITIES

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, Bao Minh shall only indemnify the Insured in respect of loss of or damage to existing underground cables and/or pipes or other underground facilities if, prior to the commencement of works, the Insured has inquired with the relevant authorities about the exact position of such cables, pipes or other underground facilities and takes all necessary steps to avoid damage to same.

Claims in respect of loss of or damage to such underground facilities which are in the same position as shown on the underground maps (drawings indicating the position of the underground facilities) shall be payable after applying a deductible of 20% of the loss amount or the deductible stated under a) below, whichever is the greater.

Claims in respect of loss of or damage to underground facilities incorrectly shown on the underground map shall be payable after applying the deductible stated under b) below.

The indemnity shall in any case be restricted to the repair costs of such cables, pipes or other underground facilities, any consequential damage and penalties being excluded from the cover.

It is also agreed that Bao Minh shall indemnify the Insured for any one occurrence only up to a limit of indemnity of for camps, for each individual storage unit.

20. ENDORSEMENT 108: WARRANTY CONCERNING CONSTRUCTION PLANT, EQUIPMENT AND MACHINERY

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, Bao Minh shall only indemnify the Insured for loss, damage or liability directly or indirectly caused to construction plant, equipment and machinery by flood and inundation if, after the execution of works or in case of any interruption, such construction plant, equipment and machinery are kept in an area not endangered by 20-year floods.

21. ENDORSEMENT 109: WARRANTY CONCERNING CONSTRUCTION MATERIAL

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, Bao Minh shall only indemnify the Insured for loss, damage or liability directly or indirectly caused to construction material by flood or inundation if such construction material does not exceed three days' demand and the exceeding quantities are kept in areas not endangered by 20-year floods.

22. ENDORSEMENT 110: SPECIAL CONDITIONS CONCERNING SAFETY MEASURES WITH RESPECT TO PRECIPITATION, FLOOD AND INUNDATION

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, Bao Minh shall only indemnify the Insured for loss, damage or liability caused directly or indirectly by precipitation, flood or inundation if adequate safety measures have been taken in designing and executing the project involved.

For the purposes of this Endorsement adequate safety measures shall mean that, at all times throughout the policy period, allowance is made for precipitation, flood and inundation up to a return period of 20 years for the location insured on the basis of the statistics prepared by the meteorological agencies.

Loss, damage or liability resulting from the Insured's not immediately removing obstructions (e.g. sand, trees) from watercourses within the construction site, whether carrying water or not, in order to maintain free waterflow shall not be indemnifiable.

23. ENDORSEMENT 111: SPECIAL CONDITIONS CONCERNING REMOVAL OF DEBRIS FROM LANDSLIDES

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, Bao Minh shall not indemnify the Insured in respect of

- expenses incurred for the removal of debris from landslides in excess of the costs of excavating the original material from the area affected by such landslides,
- expenses incurred for the repair of eroded slopes or other graded areas if the Insured has failed to take the measures required or to take them in time.

24. ENDORSEMENT 112: SPECIAL CONDITIONS CONCERNING FIRE-FIGHTING FACILITIES AND FIRE SAFETY ON CONSTRUCTION SITES

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers shall only indemnify the Insured for loss or damage directly or indirectly caused by or resulting from fire or explosion, provided always that

1. with regard to the progress of work adequate fire-fighting equipment and sufficient extinguishing agents are available and operative at all times. Fully operative wet riser hydrants are installed up to one level below the highest current work level and are sealed by temporary end caps;
2. the cabinets containing hose reels and portable fire extinguishers are inspected at regular intervals but at least twice a week;
3. fire compartments as required by local regulations are installed as soon as possible after the removal of formwork. Openings for lift shafts, service ducts and other voids are provisionally closed as soon as possible but not later than at the commencement of fit-out work;
4. waste material is removed regularly. All floors undergoing fit-out are cleared of combustible waste at the end of each working day;
5. a "permit to work" system is implemented for all contractors engaged in "hot work" of any kind such as but not limited to
 - grinding, cutting or welding operations,
 - use of blow lamps and torches,
 - application of hot bitumen,

or any other heat-producing operation.

"Hot work" is carried out only in the presence of at least one worker equipped with a fire extinguisher and trained in fire-fighting.

The area of any "hot work" is examined one hour after the work has finished;

6. storage of material for the construction or erection shall be subdivided into storage units not exceeding the value stated below per storage unit. The individual storage units shall be either at least 50 m apart or separated by fire-proof walls.

All flammable material and especially all flammable liquids and gases shall be stored at a sufficiently large distance from the property under construction or erection and any hot work;

7. a Site Safety Coordinator is appointed.

A reliable fire alarm system is installed and whenever possible a direct communication link maintained with the nearest fire brigade.

A Fire Protection Plan and a Site Fire Action Plan are implemented and updated regularly.

The contractor's personnel are trained in fire-fighting and fire-fighting drills carried out weekly.

The nearest fire brigade is familiarized with the site and immediate access maintained for it at all times;

8. the site is fenced off and access controlled.

Value per storage unit:

25. ENDORSEMENT 113: INLAND TRANSIT

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the insured having paid the agreed extra premium, Section 1 of this insurance shall be extended to cover loss of or damage to the insured property whilst in transit to the contract site other than on waterways or by air within the territorial limits of Vietnam provided that the maximum amount payable under this Endorsement does not exceed per conveyance.

Total value of property:

Deductible:

Extra premium:

26. ENDORSEMENT 114: SERIAL LOSSES

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the following clause shall apply to this insurance:

Loss or damage due to faulty design (if covered by endorsement), defective material and/or workmanship arising out of the same cause to structures, parts of structures, machines or equipment of the same type shall be indemnified according to the following scale after applying the policy deductible for each loss:

- 100% of the first 2 losses
- 80% of the 3rd loss
- 60% of the 4th loss
- 50% of the 5th loss

Further losses shall not be indemnified.

27. ENDORSEMENT 115: COVER FOR DESIGNER'S RISK

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed extra premium, exclusion c) under special exclusions to Section 1 of the Policy shall be deleted and exclusion d) replaced by the following wording:

“d) The cost of replacement, repair or rectification of loss of or damage to items due to defective material and/or workmanship and/or faulty design, but this exclusion shall be limited to the items immediately affected and shall not be deemed to exclude loss of or damage to correctly executed items resulting from an accident due to such defective material and/or workmanship and/or faulty design.”

Extra premium:

28. ENDORSEMENT 116: COVER FOR INSURED CONTRACT WORKS TAKEN OVER OR PUT INTO SERVICE

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed extra premium, the insurance shall be extended to cover

loss of or damage to parts of the insured contract works taken over or put into service if such loss or damage emanates from the construction of the items insured under Section 1 and happens during the period of cover.

Extra premium:

29. ENDORSEMENT 117: SPECIAL CONDITIONS FOR LAYING WATER SUPPLY AND SEWER PIPES

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, Bao Minh shall indemnify the Insured for any loss, damage or liability due to the flooding or silting of pipes, trenches or shafts only up to the maximum length of open trench stated below, partially or completely excavated, for any one loss event.

Bao Minh shall be liable only if

1. the pipes, immediately after laying, have been secured in such a manner by backfilling that they cannot be displaced if the trench is flooded;
2. the pipes, immediately after laying, have been closed to prevent water, silt or the like from penetrating;
3. the trenches of tested pipe sections have been backfilled immediately upon completion of the pressure test.

Maximum length: metres

30. ENDORSEMENT 118: DRILLING WORK FOR WATER WELLS

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the cover for well drilling work shall be restricted to loss or damage due to or resulting from the following named perils:

- earthquake, volcanism, tsunami
- storm, cyclone, flood, inundation, landslide
- blow-out and/or cratering
- fire/explosion
- artesian waterflow
- mud loss, which cannot be overcome by known practices
- collapse of hole including collapse of casing due to abnormal pressure or heaving shales, which cannot be overcome by known practices

The indemnity shall be calculated on the basis of the costs (including material) spent for drilling the well up to the very moment when the first phenomena of the above perils are apparent and the well has to be abandoned due to a hazard insured against, and the Insured shall bear a deductible of 10% of the loss amount, minimum as stated below for any one occurrence.

Special exclusions:

Bao Minh shall not be liable for

- loss of or damage to drilling rig and drilling equipment (for which the drilling contractor may conclude a special insurance),
- costs of fishing operations of all kinds,
- costs of reconditioning and workover operations to restore well conditions including all stimulation work (acidizing, fracturing, etc.).

Deductible: 10% of the loss amount, minimum any one occurrence

31. ENDORSEMENT 119: EXISTING PROPERTY OR PROPERTY BELONGING TO OR HELD IN CARE, CUSTODY OR CONTROL BY THE INSURED

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed extra premium, Section 1 of this Policy shall be extended to cover loss of or damage to the existing property or property belonging to or held in care, custody or control by the Insured caused by or arising out of the construction or erection of the items insured under Section 1.

Insured property: please specify in detail, otherwise, this endorsement will be null and void.

Sum insured: please specify in detail, otherwise, this endorsement will be null and void.

Bao Minh shall only indemnify the Insured for loss of or damage to the insured property provided that prior to the commencement of construction its condition is sound and the necessary safety measures have been taken.

In respect of loss or damage caused by vibration or by the removal or weakening of support Insurers shall only indemnify the Insured for loss or damage as a result of a total or partial collapse of the insured property, and not for superficial damage which neither impairs the stability of the insured property nor endangers its users.

Bao Minh shall not indemnify the Insured for

- loss or damage which is foreseeable having regard to the nature of the construction work or the manner of its execution,
- the costs of loss prevention or minimization measures which become necessary during the period of insurance.

Deductible:

Extra premium:

32. ENDORSEMENT 120: VIBRATION, REMOVAL OR WEAKENING OF SUPPORT

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed extra premium, Section 2 of this insurance shall be extended to cover liability consequent upon loss or damage caused by vibration or by the removal or weakening of support (load bearing structures and/or geological structures at site).

Provided always that

Bao Minh indemnify the Insured in respect of liability for loss or damage to any property or land or building only if such loss or damage results in the total or partial collapse,

- Bao Minh indemnify the Insured in respect of liability for loss or damage to any property or land or building only if prior to the commencement of construction its condition is sound and the necessary loss prevention measures have been taken,
- if required, the Insured, before commencement of construction and at his own expense, prepares a report on the condition of any endangered property or land or building.

Bao Minh shall not indemnify the Insured in respect of liability for

- loss or damage which is foreseeable having regard to the nature of the construction work or the manner of its execution,
- superficial damage which neither impairs the stability of the property, land or buildings nor endangers their users,
- the costs of loss prevention or minimization measures which become necessary during the period of insurance.

Limit of indemnity (any one occurrence):

Total limit of indemnity:

Deductible:

Extra premium:

33. ENDORSEMENT 121: SPECIAL CONDITIONS CONCERNING PILING FOUNDATION AND RETAINING WALL WORKS

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, Bao Minh shall not indemnify the Insured in respect of expenses incurred

1. for replacing or rectifying piles or retaining wall elements
 - a) which have become misplaced or misaligned or jammed during their construction,
 - b) which are lost or abandoned or damaged during driving or extraction, or
 - c) which have become obstructed by jammed or damaged piling equipment or casings,
2. for rectifying disconnected or declutched sheet piles,
3. for rectifying any leakage or infiltration of material of any kind,
4. for filling voids or for replacing lost bentonite,
5. as a result of any piles or foundation elements having failed to pass a load bearing test or otherwise not having reached their designed load bearing capacity,
6. for reinstating profiles or dimensions.

This endorsement shall not apply to loss or damage caused by natural hazards. The burden of proving that such loss or damage is covered shall be upon the Insured.

34. ENDORSEMENT 123: SPECIAL CONDITIONS CONCERNING WET RISKS (DAM, DYKE, QUAY, PIER, RESERVOIR, WHARF, JETTY, IRRIGATION)

Special Exclusion for Overtopping/Overflowing of Cofferdam

It is agreed and understood that otherwise subject to the terms, exclusion, provision and conditions contained in the Policy or endorsed thereon, Bao Minh shall not indemnify the Insured for loss,



damage or liability directly or indirectly caused by or resulting from overtopping, overflow of cofferdam and/or weir and/or dyke.

Special Exclusion concerning Diversion Channel

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the policy or endorsed thereon, Bao Minh shall not indemnify the Insured for loss or damage to the diversion channel due to water flow nor any consequences arising thereof.

Other conditions

Exclusions:

It is agreed and understood that otherwise subject to terms and exclusions, provisions, and conditions contained in the Policy or endorsed thereon, the Insurers shall not indemnify the Insured against any loss and/or any damage and/or any cost incurred for:

1. loss or damage to berth, wharves, jetties and the likes caused by their subsidence or sinking,
2. normal action of the sea and/or river,
3. loss of or damage to more than 50 meters of uncompleted or unprotected seawall, quay or other marine structure,
4. loss, damage or liability due to soil erosion,
5. dredging, re-dredging, over dredging or loss or damage resulting there from,
6. lost or damaged fill material,
7. replacing or rectifying piles, retaining wall elements, or band drains (wick drain):
 - 7.1. which have become misplaced or misaligned or jammed during their construction,
 - 7.2. which are lost or abandoned or damaged during driving or extraction,
 - 7.3. which have become obstructed by jammed or damaged piling equipment or casings,
8. rectifying disconnected or de-clutched sheet piles,
9. rectifying any leakage or infiltration of material of any kind,
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,
11. reinstating profiles or dimensions,
12. any floating and other equipment such as caissons, barges and the like and liabilities there from,
13. any mobilization and/or demobilization and/or other costs which arise for stand-by or waiting on weather of offshore construction equipment,
14. loss or damage to pulling wires, anchors, chains and buoys,
15. loss or damage due to vessel impact,
16. marine liability.

Definition:

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 years period, whichever is the more onerous.

Warranties:

It is warranted that subject otherwise to the terms, exclusions and provisions contained in the policy or endorsed thereon, the Insured shall:

- 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 hours notice of an imminent storm,
- take reasonable loss prevention measures to protect the worksite, storage areas/facilities, equipment and/or machinery from storm/typhoon after the weather office issue the storm warning,
- make the navigation distance for public traffic to work side a minimum distance of 200 meters.

BAOMINH INSURANCE CORPORATION

CHIEF EXECUTIVE OFFICER



LE VAN THANH