

# DUAL

# Contract Works



## Changes to cover

Changes to Cover applicable for changes from IUA Contractors All Risk Wording to DUAL New Zealand Contract Works Wording 04.22. This changes to cover document provides a brief summary of the key changes made. The changes to cover document should be read in conjunction with the full Policy Wording, Policy Schedule, and any other supporting documents that we issue you.

| Contract Works Wording  | IUA Contractors All Risks Wording | DUAL Contract Works Wording 04.22 | Comments   |
|---|-----------------------------------|-----------------------------------|--|
| <b>Insurance Clause</b>   |                                   |                                   |  |
| Insurance Clause  | Included                          | Included                          |  |
| Memorandum 1 (Transit of Goods and Materials including temporary storage)                   | Included                          | Included                          |  |
| <b>Definitions</b><br>Note: only definitions with amendments are shown                      |                                   |                                   |  |
| Natural Disaster  | Included                          | General Exclusions 9 - Earthquake | <b>Clarification:</b> The definition is outlined within General Exclusion 9 - Earthquake.                                      |
| <b>Conditions and General Conditions</b><br>Note: only conditions with amendments are shown |                                   |                                   |  |
| Excess  | Exclusion 15                      | Included in General Conditions    | <b>Clarification:</b> This has been moved to General Conditions as it outlines the excess conditions as shown in the Schedule. |

| Contract Works Wording                      | IUA Contractors All Risks Wording   | DUAL Contract Works Wording 04.22 | Comments  |
|---|---|-----------------------------------|---|
| <b>General Exclusions</b>                   |   |                                   |   |
| Preamble                                    | Included  | Included                          | <b>Clarification:</b> The Preamble has been clarified. The Policy not cover the Insured for loss, claims, damages, defence costs, legal representation costs or any other amounts under the policy. Exclusions previously separated under the IUA Policy have also been integrated into DUAL's General Exclusions. The exclusions have been alphabetised for ease of reference. |
| Antiques, Curiosities and Art               | Not included  | General Exclusion 1               | <b>Clarification:</b> excludes any one antique, curiosity, or work of art whose value exceeds the amount specified in the Schedule.   |
| Biological or Chemical Materials            | Biological or Chemical Materials Exclusion NMA 2962   | General Exclusion 2               |   |
| Communicable Disease                        | Previously included on Schedule   | General Exclusion 3               | <b>Clarification:</b> This Exclusion excludes any <b>communicable disease</b> or the fear or threat thereof as defined.   |
| Cessation of Work                           | Exclusion 4   | General Exclusion 4               |   |
| Consequential Loss, Penalties and Fines     | Exclusion 3   | General Exclusion 5               |   |
| Defective Workmanship or Material           | Exclusion 6   | General Exclusion 6               |   |
| Defects                                     | Exclusion 14  | General Exclusion 7               |   |
| Deterioration, Erosion and Corrosion        | Exclusion 8   | General Exclusion 8               |   |
| Earthquake                                  | Exclusion 1   | General Exclusion 9               |   |
| Electronic Data                             | General Exclusion 4, Electronic Data Endorsement B NMA2915 and Electronic Data Processing Media Valuation | General Exclusion 10              | <b>Clarification:</b> Simplified language of the endorsement exclusions using General Exclusion 4. See policy wording for full terms and conditions.  |
| Electronic Date Recognition Exclusion       | Not included  | General Exclusion 11              | <b>Clarification:</b> This Exclusion relates to the date change to the year 2000 or any other date change. See policy wording for full terms and conditions.  |
| Employee Equipment and Items of Contractors | Exclusion 7   | General Exclusion 12              |   |
| Explosives                                  | Not included  | General Exclusion 13              | <b>Clarification:</b> This Exclusion excludes any explosives, being any material designed to explode with the object of causing damage for commercial or military purposes.   |

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| Fault Defect, Error or Omissions             | Exclusion 5  | General Exclusion 14              |  |
| Machinery                                    | Exclusion 2  | General Exclusion 15              |  |
| Money  | Exclusion 10   | General Exclusion 16              |  |
| Micro-organism                               | Exclusion 9 and Micro-organism Exclusion (Absolute) LMA 5018 | General Exclusion 17              |  |
| Property Cyber and Data                      | Not included   | General Exclusion 18              | <b>Clarification:</b> Excludes <b>cyber loss</b> (as defined) including restoration, repair or reproduction of any <b>data</b> (as defined). See policy wording for full terms and conditions.   |
| Property not Insured                         | Not included   | General Exclusion 19              | <b>Clarification:</b> Excludes any standing timber, growing crop, livestock, dam, canal, tunnel, bridge (other than a bridge on the Insured's Premises), dock, pier, wharf, mining property located beneath the surface of the ground, or any land, including but not limited to topsoil and backfill. |
| Principal                                    | Exclusions 12 and 13   | General Exclusion 20              |  |
| Reckless Acts                                | General Exclusion 3  | General Exclusion 21              |  |
| Riot, Civil Commotion and Industrial Dispute | Not included   | General Exclusion 22              | <b>Clarification:</b> Excludes loss caused directly by:<br>a. partial or total cessation of work; or<br>b. delay, interruption or cessation of any process;<br>consequent upon any riot, civil commotion or industrial dispute.  |
| Sanctions                                    | Sanctions Limitation And Exclusion Clause LMA3100            | General Exclusion 23              |  |
| Settling, Shrinkage or Expansion             | Not included   | General Exclusion 24              | <b>Clarification:</b> Excludes any normal settling, shrinking or expansion of buildings, foundations, walls, pavements, roads, or any other structural improvement. Does not apply to resulting damage to other Insured Property arising from this excluded damage that are not otherwise excluded.    |
| Shortage                                     | Exclusion 11   | General Exclusion 25              | <b>Clarification:</b> Excludes normal settling, shrinkage or expansion of buildings, walls, roads (etc). However, the Exclusion contains a write-back for resulting damage to other Insured Property arising from this excluded damage not otherwise excluded.   |

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|--|--|-----------------------------------|---|
| Terrorism  | Terrorism Exclusion Endorsement NMA2920                            | General Exclusion 26              |   |
| Vehicles   | Not included   | General Exclusion 27              | <b>Clarification:</b> Excludes any kind of motor vehicle, trailer or accessories (unless it is Stock of the Insured). Unless it is a mobile plant used in and around the Insured's Premises unless the plant is more specifically insured.  |
| Vessel or Craft                                  | General Exclusion 2  | General Exclusion 28              |   |
| Weather Conditions                               | Not included   | General Exclusion 29              | <b>Clarification:</b> Excludes any Insured property directly caused by exposure to weather conditions where the property is not normally left in the open unless reasonable precautions have been taken to protect the property from those conditions.  |
| War, Civil War and Nuclear Weapons               | General Exclusion 1 and War and Civil War Exclusion Clause NMA 464 | General Exclusion 30              | <b>Clarification:</b> includes radioactive, toxic, explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.   |
| <b>Warranties</b>                                |  |                                   |   |
| Note: only warranties with amendments are shown. |  |                                   |   |
| Preamble   | Included   | Included                          | <b>Clarification:</b> If the Insured or any of the Insured's employees fail to satisfy or fails to continue to satisfy the Warranty, and the loss claimed arises from the circumstance or event warranted, indemnity shall not be available under this insurance. Additional Conditions previously separated under the IUA Policy have also been integrated into DUAL's Warranties. |
| Watchman Warranty                                | Included   | Included                          | <b>Clarification:</b> This is now a condition precedent to recovery under the Certificate. It must continue until the project is complete and no longer at the risk of the Insured.   |
| Contractors Warranty                             | Included   | <b>Included</b>                   | <b>Clarification:</b> The Commercial General Liability Insurance must be maintained <i>during construction</i> for a minimum Limit of Indemnity of NZ 2,000,000 and/or always greater than the value of the <i>building</i> being worked upon and any works that are adjacent to existing property, with no waiver.   |
| Fence Warranty                                   | Included   | <b>Included</b>                   | <b>Clarification:</b> Fence height has been amended from minimum height of 6 feet (1.8 metres) to 2 metres.   |

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|---|-----------------------------------|-----------------------------------|---|
| Construction Projects                   | Included - Additional Conditions  | Included                          | <b>Clarification:</b> This has been moved to Warranties.  |
| <b>Soft Costs Extension Endorsement</b> |                                   |                                   |   |
| Soft Costs Extension Endorsement        | Included - Additional Conditions  | Included                          | <b>Clarification:</b> This Extension is only available if shown on the schedule. The insurer shall not be liable for more than the amount specified in the " <i>Declarations</i> " for loss covered by this endorsement. References to contract works has been updated to Project Site. |

Changes to cover: Contract Works 02.25

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