



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
Insurance Clause			
Insurance Clause	Included	Included	
Memorandum 1 (Transit of Goods and Materials including temporary storage)	Included	Included	
Definitions			
Note: only definitions with amendments are shown			
Natural Disaster	Included	General Exclusions 9 - Earthquake	Clarification: The definition is outlined within General Exclusion 9 - Earthquake.
Conditions and General Conditions			
Note: only conditions with amendments are shown			
Excess	Exclusion 15	Included in General Conditions	Clarification: This has been moved to General Conditions as it outlines the excess conditions as shown in the Schedule.
General Exclusions			
Preamble	Included	Included	Clarification: 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	Clarification: 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	

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Communicable Disease	Previously included on Schedule	General Exclusion 3	Clarification: This Exclusion excludes any communicable disease 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	Clarification: 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	Clarification: 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	Clarification: This Exclusion excludes any explosives, being any material designed to explode with the object of causing damage for commercial or military purposes.
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	Clarification: Excludes cyber loss (as defined) including restoration, repair or reproduction of any data (as defined). See policy wording for full terms and conditions.

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Property not Insured	Not included	General Exclusion 19	Clarification: 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	Clarification: Excludes loss caused directly by: a. partial or total cessation of work; or b. delay, interruption or cessation of any process; 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	Clarification: 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	Clarification: 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.
Terrorism	Terrorism Exclusion Endorsement NMA2920	General Exclusion 26	
Vehicles	Not included	General Exclusion 27	Clarification: 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	Clarification: 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.

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War, Civil War and Nuclear Weapons	General Exclusion 1 and War and Civil War Exclusion Clause NMA 464	General Exclusion 30	Clarification: includes radioactive, toxic, explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
Warranties			
Note: only warranties with amendments are shown.			
Preamble	Included	Included	Clarification: 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	Clarification: 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	Included	Clarification: 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	Included	Clarification: Fence height has been amended from minimum height of 6 feet (1.8 metres) to 2 metres.
Construction Projects	Included - Additional Conditions	Included	Clarification: This has been moved to Warranties.
Soft Costs Extension Endorsement			
Soft Costs Extension Endorsement	Included - Additional Conditions	Included	Clarification: This Extension is only available if shown on the schedule. The insurer shall not be liable for more than the amount specified in the "Declarations" for loss covered by this endorsement. References to contract works has been updated to Project Site.