

3. 賠償責任保険 (Third Party Liability Insurance)

【出典】三井住友海上火災保険株式会社「海外プロジェクトと損害保険 第2章 海外プロジェクトに係わる損害保険のあらまし」

A 賠償責任保険とは

(a) 工事による偶然な事故に起因して第三者の身体に障害 (Bodily Injury) ^{※1} を与え、あるいは第三者の財物を損壊 (Property Damage) ^{※2} させたために被保険者が法律上の損害賠償責任を負担することによって被る損害をカバーする保険です。

※1 : 「身体障害」 (Bodily Injury) とは…

保険期間中に発生した身体の障害または疾病を意味し、これらに起因する死亡を含みます。

※2 : 「財物損壊」 (Property Damage) とは…

保険期間中に発生した有体物に対する物理的危険もしくは破壊 (これらに起因する当該財物の使用不能損害 (Loss of Use) を含みます。) または物理的危険もしくは破壊を伴わない有体物の使用不能損害 (ただし、当該使用不能損害が保険期間中に発生した事故に起因する場合には限ります。) を意味します。(物理的損壊を伴わない有体物の使用不能損害については英文賠償責任保険約款ではカバーされます※3が、和文の賠償責任保険約款ではカバーされませんのでご注意ください。)

※3 : 「英文賠償責任保険特別約款」では、急激かつ偶然な生産物または完成作業の物理的損害に起因する使用不能損害を除き、生産物または完成作業の性能不足品質不足等は免責となります。

(b) 損害賠償責任の発生原因により次の2種類の保険に大別されます。

保 険 種 類	カバーされる内容	保 険 期 間
請負業者賠償責任保険	工事中及び保証期間中の 作業危険 ○工事の遂行 ○工事に必要な全施設、資 機材の所有・使用・管理 ○契約上の義務に基づき保 証期間中に行う作業の遂 行 以上に起因して損害賠償責任 を負う場合	工事着手から ①引渡しまで (工事期間) または ②保証期間の終了まで (工事期間及び保証期間) (注) 保証期間中の作業危険 を含むか含まないかで保 険期間が変わってきます。
完成作業 (生産物) 賠償責任 保険 [COMPLETED OPERATIONS HAZARD]	工事完成後の危険 工事引渡し後、当該工事の欠 陥に起因して損害賠償責任を 負う場合	契約書の規定により、引渡し から保証期間終了までの間と することが一般的です。

(注) 通常、契約書に基づき保険契約されるのは、①請負業者賠償責任保険のみの場合が多く、②完成作業（生産物）賠償責任保険も含めて保険契約が要求される例は少ないのが実情ですが、この種の事故はひとたび発生すると巨大な損害となる可能性があり、極力契約されておくことをお勧めいたします。

B 被保険者

受注者（元請負人）を記名被保険者（Named Insured）とし、その関連業者、協力業者及び発注者を追加被保険者（Additional Insured）とするのが一般的です。

C お支払いする保険金の種類

- (a) 損害賠償金
- (b) 訴訟、和解、調停等に要した争訟費用
（裁判費用、弁護士報酬、示談解決費用など）
- (c) 応急手当費用、求償権保全費用など

D カバーされない主な損害（EXCLUSIONS）

次の事由による損害はカバーされません。

- (a) 保険契約者、被保険者の故意
- (b) 契約に基づいて被保険者が他人から引受けた賠償責任
（例）Penalty規定、責任転嫁契約（Hold Harmless Agreement）など
ただし、Hold Harmless Agreementについては、別途、後記の契約賠償責任保険をセットすることによってカバーされます。
- (c) 懲罰的賠償金（Punitive Damages）
（注）懲罰的賠償金とは、英米法においてのみ認められている制度で、加害者の行為が特に悪質であった場合などに、通常の賠償金に加えて特に大きなペナルティを負担させる目的で課せられる賠償金です。
- (d) 原子力危険および戦争危険
- (e) 納期遅延、不完全履行、能力不足
- (f) 地震、噴火、津波等の天災
- (g) 自動車、航空機、船舶の所有・使用・管理に起因する賠償責任
（注）ブルドーザー、クレーン等専ら工事現場構内のみで使用される建設用機械に起因するものはカバーされます。
- (h) 大気汚染、海水汚染等汚染物の漏出、排出に起因する賠償責任
- (i) 被保険者の被用者が業務従事中に被った身体障害
（注）被用者の業務上災害については、労災保険及び使用者賠償責任保険によりカバーされます。
- (j) 被保険者の所有・使用・管理下にある他人の財物または発注者所有の既存の財物に対する賠償責任
- (k) 放射性物質に起因する賠償責任
- (l) 欠陥のあった完成作業自体（工事物件自体…Work Itself）に関する賠償責任…修復費用、

逸失利益など

(m) 下請負人の従業員に対する身体障害

E てん補限度額 (LIMIT OF LIABILITY)

一回の事故についてあるいは保険期間中の保険金お支払いの最高限度額をてん補限度額といい、契約書の中では契約すべき最低のてん補限度額が規定されることが通常です。

一事故てん補限度額の設定方法には次の2通りがあります。

(a) 身体賠償、財物賠償の各々につき別の限度額を設定する方法

(b) 身体賠償、財物賠償共通の限度額を設定する方法—Combined Single Limit (C. S. L.)

完成作業（生産物）賠償責任保険の場合は、一事故てん補限度額の他に期間中総てん補限度額 (Aggregate Limit) を設定します。

なお、契約書にてん補限度額が規定されていない場合には、工事内容、現場周辺の状況、当該国の賠償水準等を勘案して限度額を設定する必要があります。

F 保険手配の方法・種類

海外プロジェクトにおいて、前述の「請負業者賠償責任保険」と「完成作業（生産物）賠償責任保険」を保険契約する場合、次頁の英文賠償責任保険が利用されます。英文賠償責任保険は、世界的に標準保険約款として利用されており、諸外国で受け入れやすいということのほか、カバーの範囲においても従来の和文保険証券よりやや広いものとなっております。

(a) Comprehensive General Liability Insurance (C. G. L.)

—総合賠償責任保険—

ここにご案内した「請負業者賠償責任保険」と「完成作業（生産物）賠償責任保険」とを包括的にカバーする賠償責任保険です。元来はアメリカの法律・判例を裏付けとした保険であり、特にアメリカ系の発注者の場合、このC. G. L.の保険手配が契約書に明記されるケースが多いといえます。

(b) Contractual Liability Insurance

—契約賠償責任保険—

契約書によっては、発注者がその指導あるいは監督に起因して第三者に損害を与えたことによる責任を受注者（請負業者）に転嫁するという条項が認められます。この条項を責任転嫁条項 (Hold Harmless Agreement or Contract) といい、この条項により加重された責任、すなわちこの条項がなければ民法あるいは特別法の規定上発生しなかったであろう責任を負うことにより被る損害は、前述のC. G. L.ではカバーされずこのContractual Liability Insuranceによりカバーされます。

(c) Umbrella Liability Insurance

—企業包括賠償責任保険—

個々のプラント輸出契約を対象とするのではなく、被保険者の行うすべてのプラント輸出を対象として、それを取りまく様々な危険を一括して付保する保険であり、企業の経営を圧迫する様な巨大損害 (Catastrophic Loss) に備えるための保険です。各プラント輸出における賠償責任保険、使用者賠償責任保険等の上乗せ保険としての性格を持つことから、てん補限度額、

自己負担額とも高額なものが設定されます。(例えばてん補限度額100億円、自己負担額5億円程度のもものが設定されます。)

4. 労災保険と使用者賠償責任保険 (Worker's Compensation Insurance and Employers Liability Insurance)

【出典】三井住友海上火災保険株式会社「海外プロジェクトと損害保険 第2章 海外プロジェクトに係わる損害保険のあらまし」

A 労災保険のチェック・ポイント

海外工事においては、現場で作業を行う労働者、従業員の業務上災害に対して、工事契約書上、労災保険および使用者賠償責任保険の契約が義務付けられることが通常です。

労災保険については、当該国の業務上災害に対する立法制度（法的背景）や保険制度を良く調査の上どのように保険手配をするかを検討することが重要です。具体的には、以下のチェック・ポイントを調査の上決定することとなります。

チェック・ポイント

(a) 当該国の労災法の有無、内容

…補償の対象とされる労働者、補償内容を調べる。

○現地人以外（日本人等）は対象となるか。

○補償水準は日本と比べてどうか。

(b) 労災保険の有無、内容

…強制保険の有無、補償内容

○労災法との関係で、日本と同様、国の強制保険があるかどうか。

○その対象となる労働者の範囲はどこまでか。

○国の強制保険が無い場合、民間保険の内容はどうなっているか。

○それは強制されているか。

以上のチェック・ポイントを調べることにより、

○日本人等現地人以外の労働者に対する保険手配の内容

○現地で雇用する現地労働者に対する保険手配の内容

が明確になります。

一般的には、現地労働者については、現地国の労災保険の対象となり、日本人等現地人以外の労働者については、現地国の労災保険の対象とはならない場合が多いといえます。したがって日本人労働者については、政府労災保険の「第三種特別加入者」の特別加入の手続きを行う等の対応が必要となります。

日本人以外の第三国の労働者については、現地の民営労災保険に加入する場合や、それらの労働者の属する国の労災保険に加入する場合等様々なケースが想定され、個々の国の事情に応じて決定することとなります。

B 労働災害総合

国内の従業員のために実施されている上積み補償（政府労災保険の上乗せ補償）を現地派遣の日本人従業員に対しても行う場合には、法定外労災保険（海外危険担保特約条項をセット）を契約することが可能です。

この場合、派遣従業員について政府労災保険の第三種特別加入制度や、現地国の労災保険に加入されていることが条件となります。

1. 法定外補償条項

概要	従業員が業務上の災害によって身体に障害（後遺障害、死亡を含みます。）を被った場合に政府労災保険（もしくは現地国の労災保険）の上乗せ補償金をお支払いする保険です。		
被保険者	使用者（受注者）	保険期間	当該工事期間（通常）
お支払いする保険金の種類	(a) 死亡補償保険金 (b) 後遺障害補償保険金 (c) 休業補償保険金		
カバーされない主な損害	○労災保険の給付を受けない場合 ○職業性疾病 ○戦争、内乱、暴動、反乱、革命等による損害 ○地震、噴火またはこれらによる津波による損害 ○風土病 ○酒酔い運転、無資格運転をした従業員自身の災害 等		
保険金額	給付方式により、定額給付と定率給付が可能です。 死亡、後遺障害（1～14級）、休業それぞれに対する保険金額を設定してください。		
保険料	ご契約時に暫定保険料をお支払いいただき、保険期間満了時に確定精算を行います。		

2. 使用者賠償責任条項

概要	従業員の業務上災害につき使用者に過失がある場合には、使用者は労働基準法に定められた補償額を超えて、民法上の損害賠償責任を負うことがあります。使用者賠償責任保険は、使用者がこの民法上の損害賠償責任を負うことにより被る損害の内、海外労災保険や現地の政府管掌労災保険、さらに法定外補償条項によりカバーされる損害及び使用者の定める災害補償規定に基づく給付を超えた部分をカバーする保険です。		
被保険者	使用者（受注者）	保険期間	当該工事期間（通常）
お支払いする保険金の種類	(a) 損害賠償金 (b) 訴訟、和解、調停等に要した争訟費用 (c) 求償権保全費用など		
カバーされない主な損害	○保険契約者、被保険者またはこれらの事業現場責任者の故意 等		

5. 海外旅行保険 (Overseas Travelers' Personal Insurance)

【出典】三井住友海上火災保険株式会社「海外プロジェクトと損害保険 第2章 海外プロジェクトに係わる損害保険のあらまし」

A 海外旅行保険とは

業務上、業務外を問わず出張中、赴任・帰任途上、工事に従事中等の海外旅行中の事故による傷害・疾病に対し保険金をお支払いする保険です。

業務上の事故に対しては、海外労災保険、現地の政府管掌労災保険等とは別に保険金をお支払いします。

B お支払いする主な保険金

主なものは次のとおりです。

(a) 傷害死亡保険金支払特約によるお支払い

急激かつ偶然な外来の事故による傷害により、事故の日から180日以内に死亡した場合に傷害死亡保険金額全額をお支払いします。

(b) 傷害後遺障害保険金支払特約によるお支払い

急激かつ偶然な外来の事故による傷害により、事故の日から180日以内に後遺障害が発生した場合に、その程度に応じて傷害後遺障害保険金額の100%～3%をお支払いします。

(c) 傷害治療費用担保特約によるお支払い

急激かつ偶然な外来の事故による傷害の直接の結果として医師の治療を要した場合には、事故の日から180日以内に要した治療費用のうち実際に支出した金額をお支払いします。

(d) 疾病治療費用担保特約によるお支払い

海外旅行中にかかった疾病を直接の結果として医師の治療を要した場合には、治療開始日から180日以内に要した治療費用のうち実際に支出した金額をお支払いします。

(e) 疾病死亡危険担保特約によるお支払い

疾病により海外旅行中または海外旅行中にかかった疾病が原因で、旅行中または旅行終了後30日以内に死亡した場合に、疾病死亡保険金額全額をお支払いします。

(f) 救援者費用等担保特約によるお支払い

急激かつ偶然な外来の事故による遭難及び傷害を被り、または疾病にかかり、その結果として死亡または継続して3日以上入院を要した場合、捜索救助費用、航空運賃等交通費、ホテル客室料、移送費用等をお支払いします。

C お支払いできない主な損害

次の事由等による損害はお支払いできません。

(a) 保険契約者、被保険者または保険金受取人の故意

(b) 被保険者の闘争行為、自殺行為または犯罪行為

(c) 歯科疾病

(d) 放射能、核燃料物質による汚染

(e) 外科的手術その他の医療処置

(f) 妊娠、出産、早産、流産、外科的手術その他医療処置によるケガ など

D 条件付戦争危険担保特約

この保険では原則として戦争、内乱、革命等の戦争危険による事故はカバーされませんが、この特約を付け、割増保険料をお支払いいただくことにより、傷害死亡・後遺障害、傷害治療費用、疾病治療費用、疾病死亡、救援者費用をカバーすることが可能です。

ただし、世界情勢により一部地域や保険金額により、お引受けできないケースがあります。

E 包括契約

契約洩れ防止、事務手続きの簡素化、保険料コスト軽減の方法として、この包括契約があります。

これは事前に特約書を取りかわし、毎月の出国者、帰国者を翌月一定日にご報告いただき、これに基づいて保険料の精算を行う方式です。

F 自動セットされる各種サービス

1. 三井住友海上ライン（年中無休・24時間・日本語受付）

保険内容のご照会、保険金請求のご相談、トラベル関係のご相談など、さまざまな事故相談・保険相談・旅行相談に対応します。

<保険金請求・相談サービス>

<クレームエージェント・アシスタンス会社のご案内>

<トラベルデスクサービス>

2. 三井住友海上の緊急医療アシスタンスサービス（年中無休・24時間・日本語受付・無料）

海外旅行中に不慮のケガや疾病に見舞われ、医療施設への緊急移送の必要がある場合など、緊急のアシスタンスサービスが必要な場合、以下のサービスを提供します。（サービス提供地域は日本国外です。）

(1) ケガや病気の場合の緊急アシスタンス

「患者の医療施設への移送」「患者の本国への移送」など

(2) ケガや病気により亡くなられた場合の緊急アシスタンス

(3) その他のアシスタンス

「救援者の渡航・宿泊手配」「遭難された場合の捜索・救助」など

3. キャッシュレス・メディカルサービス

「キャッシュレス・メディカルサービス」とは、病院においてその場で治療費をご負担いただくことなく治療を受けられるサービスです。

①三井住友海上ラインまたは三井住友海上緊急医療アシスタンスサービスの各センターにご連絡いただければ、本サービスを受けられる病院をご紹介します。

②また、直接提携病院（世界各地に61箇所、<07年1月現在>）では、事前のご連絡なしに直接病院に行かれても、被保険者証を提示するだけで、本サービスが受けられます。

※一部の地域や病院により本サービスが適用できないケースもありますのでご了承ください。

4. ドクター・ホットライン（年中無休・24時間・日本語受付・無料）

米国財団法人 野口医学研究所との提携により、日本人医師が電話で無料で医療相談、外国人医師への通訳、医師・病院の紹介などに応じるサービスです。

5. 人間ドック紹介サービス

日本人医師による本格的な人間ドックを優待料金にてご利用いただけるサービスです。米国内の4つの医療機関との提携により、同医療機関が実施している人間ドックを優待料金にてご利用いただくことができます。

上記は海外旅行保険の概要です。

詳しくは海外旅行保険の商品パンフレットをご参照下さい。

また補償内容は海外旅行保険普通保険約款および特約条項によります。

ご不明点につきましては弊社代理店もしくは営業社員までお問い合わせください。

6. 自動車保険 (Automobile Insurance)

【出典】三井住友海上火災保険株式会社「海外プロジェクトと損害保険 第2章 海外プロジェクトに係わる損害保険のあらまし」

A 自動車保険とは

自動車の物的損害及びその所有・使用・管理に起因して損害賠償責任（対人・対物）を負ったことにより被る損害等をカバーする保険です。

ここでいう自動車とは、現地にて登録の上、現場構内及び一般道路を走行するものを指します。

B カバーの種類（国によって制度が異なります。）

(a) 車両保険

車両の物的損害をカバー

(b) 対人賠償責任保険

第三者の身体に障害を与えたことに起因して損害賠償責任を負うことにより被る損害をカバー

(c) 対物賠償責任保険

第三者の財物を損壊したことに起因して損害賠償責任を負うことにより被る損害をカバー

(d) 搭乗者傷害保険

運転者または同乗者の搭乗中の事故による傷害をカバー

C 強制保険

現在世界の多くの国々では上述(b)の対人賠償責任保険につき強制保険制度をとっています。

7. 船舶保険 (Marine Hull Insurance)

【出典】三井住友海上火災保険株式会社「海外プロジェクトと損害保険 第2章 海外プロジェクトに係わる損害保険のあらまし」

A 船舶保険

工事に従事する船舶（艀、台船、クレーン船、杭打船、曳船、揚錨船、補給船、通船等）が海上危険により被る物的損害・費用、及び船舶の運航に伴い所有者・運航者が各種の損害賠償責任を負担することにより被る損害は、船舶保険によりカバーされます。

また工事用資材、プラントバージ等を洋上曳航して輸送する場合や、海底油田開発に伴う工事等、工事自体が洋上で行われる場合に当該工事の対象物を含めた工事全体も船舶保険でカバーします。

B 船舶保険の種類

主な種類を挙げますと次のとおりです。

(a) 船体保険 (Hull and Machinery)

海上危険により船舶に生じた物的損害を主にお支払いする保険です。お支払いする保険金は保険条件により異なり、全損による損害のみをお支払いする条件から、衝突損害賠償金や修繕費をお支払いする条件まで様々です。

(b) 船舶戦争保険 (War Risks)

船体保険では保険金のお支払い対象とならない、戦争その他の変乱、兵器の爆発、ストライキ、暴動等戦争危険による損害をお支払いする保険です。

(d) 船主責任保険 (Protection and Indemnity : P & I 保険)

船舶の運航に伴い、船主または運航者が負う次のような損害および費用をお支払する保険です。

○人の死傷または疾病について生じた賠償責任

○港湾設備、その他の固定物等の財物について生じた賠償責任（衝突によって他船に生じる衝突損害賠償金については、上記「船体保険」でお支払いします。）

○船骸撤去費用 (Removal of Wreck 費用：自船が沈没した際の引揚げ撤去に要した費用)

(e) 石油開発関連保険 (Offshore Energy Insurance)

海底油田開発において洋上にて行われる建設・試掘工事や、生産段階にある洋上の石油・天然ガス生産設備について、次のような物的損害・費用および損害賠償責任をお支払いする保険です。

○生産設備（プラットフォーム、パイプライン等）の財物損害 (Property Damage)

○暴噴制御費用 (Cost Of Control)

○油濁賠償責任 (Seepage & Pollution)

○第三者賠償責任 (Comprehensive General Liability)

○不稼働損失 (Business Interruption)

C 保険期間

一般に船舶保険の保険期間は1年です。工事が1年以上にわたる場合は契約更改等の手続きが必要となります。

また、特定の航海を対象とした航海建ての契約も可能です。

D 保険価額及び保険金額とてん補限度額

船舶保険の保険価額は、ご契約者と保険会社が協議により決定する「協定保険価額」です。工事にあたって傭船する船舶については、所有者との協議も必要となります。なお、保険金額は保険価額と同額とすることが一般的です。

また、賠償責任保険については、船主責任や油濁賠償責任にかかる法令・条約による責任額を十分に満たすてん補限度額（お支払いする保険金の限度額）を設定することが必要です。

8. 専門職業人賠償責任保険 (Professional Liability/Indemnity Insurance)

【出典】英国トラベラーズ保険会社「Professional Indemnity – Design & Construction Policy」を参考にインターリスク総研にて作成。

A. 専門職業人賠償責任保険とは

専門職業人賠償責任保険（以下「PI 保険」）とは、法令等で資格を定める専門職業人（Professional）の行なう専門業務の過誤に起因する損害賠償責任を補償する保険です。代表的なものは医師賠償責任保険や弁護士賠償責任保険です。

海外工事における専門業務としては調査や設計業務があり、土木建築設計事務所用に開発されましたが、現在は設備一括請負契約（EPC 契約）で工事業者が設計（アウトソースする場合も含む）も対象業務となる場合、この保険を検討することが必要となります。

対象となる専門業務の過誤に起因する損害賠償責任には、専門業務の遂行上誤って知的財産権を侵害した場合、名誉毀損をした場合、付随的保証に違反した場合なども含まれます。

日系損害保険会社はあまり PI 保険を扱っていないため、以下では Travelers 保険会社の PI 保険約款の内、“Design & Construction Policy”をもとに説明します。

B. 被保険者

PI 保険は設計士等の専門職業人のみならず、設計事務所等の法人も想定しており、次のように定められています。

- 専門会社 (Business)
- その経営者等 (Partners, Directors and/or Members)
- 元経営者や退職した経営者等
- 従業員や元従業員
- 上記が死亡した場合の遺産財団

C. お支払いする保険の種類

一般に専門職業人賠償責任保険は、保険期間中に事故が発生することで保険責任が生じる（事故発生ベース）通常の保険と異なり、「保険期間中に賠償請求が起こされる」（損害賠償請求ベース— Claim Made Basis）ことで保険責任が発生します。また、この為一般的に初年度契約の始期日を遡及日 (Retroactive Date) として約定し、これ以前に発生した事故は保険の対象とはなりません。

お支払いする保険金も法的な紛争を想定して次の通り多岐に渡ります。また、一般的に小損害不担保の意味で免責金額が設定されております。

- 損害賠償金
- 訴訟等の為の弁護士費用や訴訟費用等（弁護士費用は賠償額がてん補限度額を超過する場合、その割合で縮減されます。）
- 出廷補償（1日あたり定額）

- 刑事訴訟防御費用（主として弁護士費用を補償します。80%の縮小てん補となります。）
- 受託図書紛失等賠償金（発注者から受託した図書を紛失、滅失した場合の賠償金を副次てん補限度額以内で補償します。）
- 損害防止費用（保険会社の事前の了解が不可欠です。）

D. カバーされない主な損害

多くの免責事由が規定されているので注意し、しっかりと理解してください。

- 経理業務に起因する責任（本保険で想定していない法的責任であるからです。）
- 紛争解決の際の裁定者が契約当事者から独立していない場合（そもそも公平でない裁定が懸念されますが、保険者が予め知りえないことを想定しています。）
- 仲裁（Arbitration）による責任（特定国の仲裁以外認めない主旨です。）
- アスベストに起因する責任
- 人身障害を原因とする賠償責任（他でこれを担保する保険との分野調整の為です。）
- 財物損壊を原因とする賠償責任（他でこれを担保する保険との分野調整の為です。）
- 付随的保証（Collateral warranty）や注意義務条項（Duty of care agreement）で加重された目的適合や工事期間遵守、違反した場合の罰金、精算金等の契約上の責任
- その他契約によって法律よりも加重された賠償責任
- 被保険者が支配（controlling）し、または支配される法人（親会社や子会社）からの賠償責任
- 受託図書の損害に起因する損害（副次てん補限度額以上の損害に限られます。）
- 作業の拙劣（Defective workmanship）によって生じた賠償責任
- 不誠実、詐欺、悪意、意図的または無謀な行為に起因する賠償責任（故意による損害賠償請求または不正請求を想定しています。、）
- 役員賠償責任（D&O）
- 2000年問題
- 工事見積りに起因する賠償責任
- 資産投資に起因する賠償責任
- 罰金、刑罰、懲罰賠償に起因する賠償責任
- 政府による没収、徴用に起因する賠償責任
- 被保険者、下請負人の破産に起因する賠償責任
- 保険調達に起因する賠償責任
- 合弁事業（JV）等の関係に関わる賠償責任
- 労災危険に関わる賠償責任
- 雇用慣行に起因する賠償責任
- 投資市場危険に関わる賠償責任

- 医療過誤に起因する賠償責任
- 原子力危険に関する賠償責任
- 他の PI 保険によって支払われるべき賠償責任
- 環境汚染に起因する賠償責任
- 既知の請求に関わる賠償責任
- 無資格専門職業人に実施された専門業務に関わる賠償責任
- 専門業務の報酬、手数料の払戻しに関わる責任
- 見積り誤り、保有資源誤り等契約締結上の過誤による賠償責任
- 訴求日以前に発生していた事故に起因する賠償責任
- 物品の至急、製造、販売、流通等に起因する製造物責任等
- 自身が施行する工事の監督、検査に関わる賠償責任
- 無資格者による構造調査、見積りに起因する賠償責任
- 取引上の損失に関わる賠償責任
- 米国カナダにおける賠償請求
- コンピューターウイルスに起因する賠償責任
- 戦争危険に関わる賠償責任

E. てん補限度額

てん補限度額は、通常の「事故発生ベース」の賠償責任保険の「1事故あたり」ではなく、「損害賠償請求ベース」ですので「1請求あたり」となります。また同じ原因から発生する一連の賠償請求（"Claim Series"といいます）は「1請求」と見なす規定がありますのでご注意願います。

てん補限度額の設定に当たっては、最大損失額の想定とともに国内保険会社国際部門または国際再保険ブローカーとよくご相談ください。

F. 保険手配の方法・種類

英文証券の PI 保険については、国内保険会社はあまり取り扱っていません。従って、国内保険会社にご照会される場合、国際部門を含めてご確認願います。

また、海外の再保険会社を使う場合、国際再保険ブローカーと相談し、保険証券の選定、保険条件の確認・変更、限度額の選定、保険料の最終確定を行なう必要があります。なお、イラクの保険会社は基本的に再保険会社と国際再保険ブローカーの条件に従います。

G. 賠償請求を受けた場合の手続き

発注者や第三者から、専門業務に関連して損害賠償の請求を受けたり、それに類するような状況（業務結果に関わる苦情や追求等）を認知した場合は直ちに再保険会社、国際再保険ブローカーおよびイラク保険会社へ通知を行なうことが必要です。不用意に通知が遅延した場合、保険金が支払われない場合があります。

通知を行なうと、必要に応じて保険会社・再保険会社が被保険者の代理人弁護士を選任することになります。また、保険会社・再保険会社に弁護士選任権および弁護方針決定権がありますが、後のトラブルを避ける意味でも、保険会社・再保険会社とよく打ち合わせる必要があります。なお、賠償請求を受けた場合、保険会社・再保険会社に相談することなく、勝手に対応したり、責任を受諾することは保険金が支払われない理由になりますので、特に注意が必要です。

9. ミュンヘン再保険標準組立工事、土木工事、操業遅延保険標準約款

【出典】ミュンヘン再保険の了解を得て掲載。

9.1 ミュンヘン再保険土木工事保険約款

Contractors' all risks policy No.

Whereas the Insured named in the Schedule hereto has made to the

(hereinafter called the "Insurers") a written proposal by completing a questionnaire which together with any other statements made in writing by the Insured for the purpose of this Policy is deemed to be incorporated herein,

Now this Policy of insurance witnesses that subject to the Insured having paid to the Insurers the premium mentioned in the Schedule and subject to the terms, exclusions, provisions and conditions contained herein or endorsed hereon the Insurers will indemnify the Insured in the manner and to the extent hereinafter provided.

General exclusions

The Insurers will not indemnify the Insured in respect of loss, damage or liability directly or indirectly caused by or arising out of or aggravated by

a) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny, riot, strike, lockout, civil commotion, military or usurped power, a group of malicious persons or persons acting on behalf of or in connection with any political organization, conspiracy, confiscation, commandeering, requisition or destruction or damage by order of any government de jure or de facto or by any public authority;

b) nuclear reaction, nuclear radiation or radioactive contamination;

c) wilful act or wilful negligence of the Insured or of his representatives;

d) cessation of work whether total or partial.

In any action, suit or other proceeding where the Insurers allege that by reason of the provisions of Exclusion a) above any loss, destruction, damage or liability is not covered by this insurance the burden of proving that such loss, destruction, damage or liability is covered shall be upon the Insured.

Period of cover

The liability of the Insurers shall commence, notwithstanding any date to the contrary specified in the Schedule, directly upon commencement of work or after the unloading of the items entered in the Schedule at the site. The Insurers' liability expires for parts of the insured contract works taken over or put into service.

At the latest the insurance shall expire on the date specified in the Schedule. Any extensions of the period of insurance are subject to the prior written consent of the Insurers.

General conditions

1. The due observance and fulfilment of the terms of this Policy in so far as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers in the questionnaire and proposal made by the Insured shall be a condition precedent to any liability of the Insurers.

2. The Schedule and the Section(s) shall be deemed to be incorporated in and form part of this Policy and the expression "this Policy" wherever used in this contract shall be read as including the Schedule and the Section(s). Any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule or of the Section(s) shall bear such meaning wherever it may appear.

3. The Insured shall at his own expense take all reasonable precautions and comply with all reasonable recommendations of the Insurers to prevent loss, damage or liability and comply with statutory requirements and manufacturers' recommendations.

4. a) Representatives of the Insurers shall at any reasonable time have the right to inspect and examine the risk and the Insured shall provide the representatives of the Insurers with all details and information necessary for the assessment of the risk.

b) The Insured shall immediately notify the Insurers by telegram and in writing of any material change in the risk and cause at his own expense such additional precautions to be taken as circumstances may require, and the scope of cover and/or premium shall, if necessary, be adjusted accordingly.

No material alteration shall be made or admitted by the Insured whereby the risk is increased, unless the continuance of the insurance is confirmed in writing by the Insurers.

5. In the event of any occurrence which might give rise to a claim under this Policy, the Insured shall

a) immediately notify the Insurers by telephone or telegram as well as in writing, giving an indication as to the nature and extent of loss or damage;

b) take all steps within his power to minimize the extent of the loss or damage;

c) preserve the parts affected and make them available for inspection by a representative or surveyor of the Insurers;

d) furnish all such information and documentary evidence as the Insurers may require;

e) inform the police authorities in case of loss or damage due to theft or burglary.

The Insurers shall not in any case be liable for loss, damage or liability of which no notice has been received by the Insurers within 14 days of its occurrence.

Upon notification being given to the Insurers under this condition, the Insured may carry out the repairs or replacement of any minor damage; in all other cases a representative of the Insurers shall have the opportunity of inspecting the loss or damage before any repairs or alterations are effected. If a representative of the Insurers does not carry out the inspection within a period of time which could be considered adequate under the circumstances, the Insured is entitled to proceed with the repairs or replacement.

The liability of the Insurers under this Policy in respect of any item sustaining damage shall cease if said item is not repaired properly without delay.

6. The Insured shall at the expense of the Insurers do and concur in doing and permit to be done all such acts and things as may be necessary or required by the Insurers in the interest of any rights or remedies, or of obtaining relief or indemnity from parties (other than those insured under this Policy) to which the Insurers are or would become entitled or which is or would be subrogated to them upon their paying for or making good any loss or damage under this Policy, whether such acts and things are or become necessary or required before or after the Insured's indemnification by the Insurers.

7. If any difference arises as to the amount to be paid under this Policy (liability being otherwise admitted), such difference shall be referred to the decision of an arbitrator to be appointed in writing by the parties in difference or, if they cannot agree upon a single arbitrator, to the decision of two arbitrators, one to be appointed in writing by each of the parties within one calendar month after having been required in writing so to do by either of the parties, or, in case the arbitrators do not agree, of an umpire to be appointed in writing by the arbitrators before the latter enter upon the reference. The umpire shall sit with the arbitrators and preside at their meetings. The making of an award shall be a condition precedent to any right of action against the Insurers.

8. If a claim is in any respect fraudulent, or if any false declaration is made or used in support thereof, or if any fraudulent means or devices are used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy, or if a claim is made and rejected and no action or suit is commenced within three months after such rejection or, in the case of arbitration taking place as provided herein, within three months after the arbitrator or arbitrators or umpire have made their award, all benefit under this Policy shall be forfeited.

9. If at the time any claim arises under the Policy there is any other insurance covering the same loss, damage or liability, the Insurers shall not be liable to pay or contribute more than their rateable proportion of any claim for such loss, damage or liability.

Section 1 – Material damage

The Insurers hereby agree with the Insured that if at any time during the period of cover the items or any part thereof entered in the Schedule shall suffer any unforeseen and sudden physical loss or damage from any cause, other than those specifically excluded, in a manner necessitating repair or replacement, the Insurers will indemnify the Insured in respect of such loss or damage as hereinafter provided by payment in cash, replacement or repair (at their own option) up to an amount not exceeding in respect of each of the items specified in the Schedule the sum set opposite thereto and not exceeding in any one event the limit of indemnity where applicable and not exceeding in all the total sum expressed in the Schedule as insured hereby.

The Insurers will also reimburse the Insured for the cost of clearance of debris following upon any event giving rise to a claim under this Policy provided a separate sum therefor has been entered in the Schedule.

Special exclusions to Section 1

The Insurers shall not, however, be liable for

- a) the deductible stated in the Schedule to be borne by the Insured in any one occurrence;
- b) consequential loss of any kind or description whatsoever including penalties, losses due to delay, lack of performance, loss of contract;
- c) loss or damage due to faulty design;
- d) the cost of replacement, repair or rectification of defective material and/or workmanship, 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;
- e) wear and tear, corrosion, oxidation, deterioration due to lack of use and normal atmospheric conditions;
- f) loss or damage to construction plant, equipment and construction machinery due to electrical or mechanical breakdown, failure, breakage or derangement, freezing of coolant or other fluid, defective lubrication or lack of oil or coolant, but if as a consequence of such breakdown or derangement an accident occurs causing external damage, such consequential damage shall be indemnifiable;
- g) loss of or damage to vehicles licensed for general road use or waterborne vessels or aircraft;
- h) loss of or damage to files, drawings, accounts, bills, currency, stamps, deeds, evidences of debt, notes, securities, cheques;
- i) loss or damage discovered only at the time of taking an inventory.

**Provisions applying
to Section 1**

Memo 1 – Sums insured

It is a requirement of this insurance that the sums insured stated in the Schedule shall not be less than

for item 1: the full value of the contract works at the completion of the construction, inclusive of all materials, wages, freight, customs duties, dues, and materials or items supplied by the Principal;

for items 2 and 3: the replacement value of construction plant, equipment and machinery; which shall mean the cost of replacement of the insured items by new items of the same kind and capacity;

and the Insured undertakes to increase or decrease the amounts of insurance in the event of any material fluctuation in wages or prices provided always that such increase or decrease shall take effect only after the same has been recorded in the Policy by the Insurers.

If, in the event of loss or damage, it is found that the sums insured are less than the amounts required to be insured, then the amount recoverable by the Insured under this Policy shall be reduced in such proportion as the sums insured bear to the amounts required to be insured. Every object and cost item is subject to this condition separately.

Memo 2 – Basis of loss settlement

In the event of any loss or damage the basis of any settlement under this Policy shall be

a) in the case of damage which can be repaired – the cost of repairs necessary to restore the items to their condition immediately before the occurrence of the damage less salvage, or

b) in the case of a total loss – the actual value of the items immediately before the occurrence of the loss less salvage,

however, only to the extent the costs claimed had to be borne by the Insured and to the extent they are included in the sums insured and provided always that the provisions and conditions have been complied with.

The Insurers will make payments only after being satisfied by production of the necessary bills and documents that the repairs have been effected or replacement has taken place, as the case may be. All damage which can be repaired shall be repaired, but if the cost of repairing any damage equals or exceeds the value of the items immediately before the occurrence of the damage, the settlement shall be made on the basis provided for in b) above.

The cost of any provisional repairs will be borne by the Insurers if such repairs constitute part of the final repairs and do not increase the total repair expenses.

The cost of any alterations, additions and/or improvements shall not be recoverable under this Policy.

Memo 3 – Extension of cover

Extra charges for overtime, nightwork, work on public holidays, express freight are covered by this insurance only if previously and specially agreed upon in writing.

Section 2 – Third party liability

The Insurers will indemnify the Insured up to but not exceeding the amounts specified in the Schedule against such sums which the Insured shall become legally liable to pay as damages consequent upon

a) accidental bodily injury to or illness of third parties (whether fatal or not),

b) accidental loss of or damage to property belonging to third parties

occurring in direct connection with the construction or erection of the items insured under Section 1 and happening on or in the immediate vicinity of the site during the period of cover.

In respect of a claim for compensation to which the indemnity provided herein applies, the Insurers will in addition indemnify the Insured against

a) all costs and expenses of litigation recovered by any claimant from the Insured, and

b) all costs and expenses incurred with the written consent of the Insurers,

provided always that the liability of the Insurers under this Section shall not exceed the limits of indemnity stated in the Schedule.

Special exclusions to Section 2

The Insurers will not indemnify the Insured in respect of

1. the deductible stated in the Schedule to be borne by the Insured in any one occurrence;

2. the expenditure incurred in doing or redoing or making good or repairing or replacing anything covered or coverable under Section 1 of this Policy;

3. damage to any property or land or building caused by vibration or by the removal or weakening of support or injury or damage to any person or property occasioned by or resulting from any such damage (unless especially agreed upon by endorsement);

4. liability consequent upon

a) bodily injury to or illness of employees or workmen of the Contractor(s) or the Principal(s) or any other firm connected with the project which or part of which is insured under Section 1, or members of their families;

b) loss of or damage to property belonging to or held in care, custody or control of the Contractor(s), the Principal(s) or any other firm connected with the project which or part of which is insured under Section 1, or an employee or workman of one of the aforesaid;

c) any accident caused by vehicles licensed for general road use or by waterborne vessels or aircraft;

d) any agreement by the Insured to pay any sum by way of indemnity or otherwise unless such liability would have attached also in the absence of such agreement.

**Special conditions
applying to Section 2**

1. No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Insurers who shall be entitled, if they so desire, to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute for their own benefit in the name of the Insured any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings or in the settlement of any claim and the Insured shall give all such information and assistance as the Insurers may require.

2. The Insurers may so far as any accident is concerned pay to the Insured the limit of indemnity for any one accident (but deducting therefrom in such case any sum or sums already paid as compensation in respect thereof) or any lesser sum for which the claim or claims arising from such accident can be settled and the Insurers shall thereafter be under no further liability in respect of such accident under this Section.

Section 3 – Principal's advance loss of profits

The Insurers shall indemnify the Insured – named as Principal in the Schedule to Section 1 of this Policy – in respect of loss of gross profit actually sustained due to the reduction in turnover and the increased cost of working as defined in this Section, if at any time during the period of insurance stated in the Schedule to this Section the insured contract works or any part thereof suffer loss or damage covered under Section 1 of this Policy, unless specifically excluded in this Section, thereby causing an interference in the construction work resulting in a delay of commencement of and/or interference with the insured business, hereinafter referred to as "the delay".

The amount payable as indemnity hereunder shall be:

- in respect of loss of gross profit: the sum obtained by applying the rate of gross profit to the amount by which the actual turnover during the indemnity period falls short of the turnover which would have been achieved had the delay not occurred;
- in respect of increased cost of working: the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in turnover which, without such expenditure, would have taken place during the indemnity period, but not exceeding the sum obtained by applying the rate of gross profit to the amount of the reduction in turnover thereby avoided.

If the annual sum insured hereunder is less than the sum obtained by applying the rate of gross profit to the annual turnover, the amount payable shall be reduced proportionately.

Definitions

Period of insurance

The period of insurance shall be the period stated in the Schedule to this Section, terminating on the date specified in the Schedule or on any earlier date when the CAR material damage cover of Section 1 ceases.

Scheduled date of commencement of the insured business

The date stated in the Schedule to this Section or any revised date upon which the business would have commenced had the delay not occurred.

Indemnity period

The period during which the results of the business are affected in consequence of the delay, beginning on the scheduled date of commencement of the insured business and not exceeding the maximum indemnity period stated in the Schedule to this Section.

Time excess

The period stated in the Schedule to this Section for which the Insurers are not liable. The corresponding amount shall be calculated by multiplying the average daily value of loss sustained during the indemnity period by the number of days

agreed upon as time excess.

Turnover

The amount of money (less discounts allowed) paid or payable to the Insured for accommodation rented or other services rendered in the course of the insured business conducted at the premises.

Annual turnover

The turnover which, had the delay not occurred, would have been achieved during the 12 months after the scheduled date of commencement of the insured business.

Annual gross profit

The amount by which the value of the annual turnover exceeds the amount of the specified working expenses.

Specified working expenses shall be any variable costs, e.g. costs incurred for the acquisition of goods, materials as well as for supplies and services (unless required for the upkeep of operations) and any expenditure for turnover tax, purchase tax, licence fees and royalties, etc., insofar as such costs are dependent on turnover.

Rate of gross profit

The rate which, had the delay not occurred, would have been earned on the turnover during the indemnity period.

**Special exclusions
to Section 3**

The Insurers shall not be liable for

1. loss of gross profit and/or increased cost of working due to any delay caused by or resulting from
 - 1.1. loss or damage covered under Section 1 by way of endorsement, unless it has been specifically agreed in writing;
 - 1.2. earthquake, volcanic eruption, tsunami, unless it has been specifically agreed in writing;
 - 1.3. loss of or damage to surrounding property, construction machinery, plant and equipment;
 - 1.4. loss of or damage to operating media or feedstock, shortage, destruction, deterioration of or damage to any materials necessary for the insured business;
 - 1.5. any restrictions imposed by a public authority;
 - 1.6. non-availability of funds;

-
-
- 1.7. alterations, additions, improvements, rectification of defects or faults or elimination of any deficiencies carried out after the occurrence;
 - 1.8. loss of or damage to items taken over or taken into use by the Insured or for which cover under Section 1 to this Policy has ceased;
 2. any loss due to fines or damages for breach of contract, for late or non-completion of orders, or for any penalties of whatever nature;
 3. loss of business due to causes such as suspension, lapse or cancellation of a lease, licence or order, etc. which occurs after the date of actual commencement of the business;
 4. loss of or damage to construction work of a prototype nature, unless specifically agreed by endorsement.

Provisions applying to Section 3

Memo 1 – Extension of period

Any extension of the period of insurance under Section 1 of this Policy shall not automatically lead to an extension of the period of insurance stated in the Schedule to this Section.

Any extension of the period of insurance under this Section of the Policy shall be requested in writing as early as possible by the Insured, stating the circumstances leading to the need for extension, and shall have effect for this Section only if specifically agreed upon in writing.

Any alteration of the scheduled date of commencement of the insured business shall be reported and shall have effect for this Section only if specifically agreed upon in writing.

Memo 2 – Basis of loss settlement

In calculating the rate of gross profit and annual turnover, the following points shall in particular be taken into consideration:

- a) the results of the insured business for the 12-month period after commencement,
- b) variations and special circumstances which would have affected the insured business had the delay not occurred,
- c) variations and special circumstances affecting the insured business after commencement,

so that the final figures represent as closely as may be reasonably practicable the results which the insured business would have obtained after the scheduled date of commencement had the delay not occurred.

Memo 3 – Return of premium

If the Insured declares (certified by the Insured's auditors) that the gross profit earned during the accounting period of twelve months following the commencement of the insured business or the date on which but for the delay the business would have commenced was less than the sum insured thereon, a pro rata return of premium not exceeding one third of the premium paid shall be made in respect of the difference.

If any loss or damage has occurred giving rise to a claim under this Policy, such return shall be made in respect only of so much of said difference as is not due to such damage.

Special conditions applying to Section 3

1. The Insured shall present the Insurers with updated progress reports at intervals stated in the Schedule to this Section.

2. In the event of any material change in the original risk such as

- changes of the envisaged progress programme
- alteration, modification or addition to any item of work
- departure from prescribed construction methods
- changes in the Insured's interest (such as discontinuation or liquidation of the business or its being placed in receivership)

taking place, the Policy shall be void unless its continuance be agreed by memorandum signed by the Insurers.

3. In the event of any occurrence which might cause a delay and give rise to a claim under this Section:

a) the Insured shall immediately notify the Insurers by telephone or telegram and send them written confirmation thereof within forty-eight hours of the occurrence;

b) the Insured shall do and concur in doing and permit to be done all such things as may be reasonably practicable to minimize or establish the extent of any interference with the construction work so as to avoid or diminish any delay resulting therefrom;

c) the Insurers and every person authorized by the Insurers shall, without prejudice to any party insured by this Policy, have access to the construction site where such loss or damage has occurred for the purpose of direct negotiation with the responsible contractor or subcontractor in order to establish the possible cause and extent of the loss or damage, its effect on the insured interest, to examine the possibilities for minimizing any delay in the scheduled commencement of the insured business, and if necessary to make any reasonable recommendations for the avoidance or minimization of such delay.

This condition shall be evidence of the leave and licence of the Insured to the Insurers so to do. If the Insured or anyone acting on his behalf hinders or obstructs

the Insurers during any of the above-mentioned acts or does not comply with such recommendations of the Insurers, all benefits under this Section shall be forfeited.

4. In the event of a claim made under this Section, the Insured shall at his own expense deliver to the Insurers not later than thirty days after the delay or within such further period as the Insurers may allow in writing a written statement setting forth particulars of his claim. Furthermore, the Insured shall at his own expense produce and furnish to the Insurers such books of account and other business books, e.g. invoices, balance sheets and other documents, proofs, information, explanations or other evidence as may reasonably be required by the Insurers for the purpose of investigating or verifying the claim together with – if required – a statutory declaration of the truth of the claim and of any matters connected therewith.

5. The indemnity shall be payable one month after final determination of its amount. Notwithstanding the above the Insured may, one month after the Insurers have been duly notified of the loss and have acknowledged their liability, claim as advance payment(s) the minimum amount(s) payable under the prevailing circumstances.

The Insurers shall be entitled to postpone payment

a) if there are doubts as to the Insured's right to receive payment, until the necessary proof is furnished;

b) if, as a result of any loss or damage or any delay in the anticipated commencement of the insured business, police or criminal investigations have been initiated against the Insured, until the completion of such investigations.

The Insurers shall not be liable to pay interest on indemnity moneys withheld other than interest for default.

Schedule

Branch ▶	Policy No. ▶	Currency ▶	Declaration No. ▶

Incorporated in this Policy is Questionnaire and Proposal No.

The following endorsements are attached to and form part of this Policy:

First premium

Total premium (inclusive of extra premiums for the above-mentioned endorsements)

Name and address of Insured	Address of risk
Name ▶	Street ▶
Street ▶	Postal code and city ▶
Postal code and city ▶	Title of contract ▶

Policy inception date ▶	Policy expiry date ▶	Today's date ▶	New/alterd ▶	Country of risk ▶	City, town, village of risk ▶

Section 1 – Material damage

Insured item ▶	Sum insured ▶	Deductible ▶
1. Contract works (permanent and temporary works, including all materials to be incorporated herein) 1.1. Contract price 1.2. Materials or items supplied by the Principal(s) 2. Construction plant and equipment 3. Construction machinery according to attached list 4. Clearance of debris		
Total sum insured under Section 1		

▶ Space for EDP field identifier.

Risk	Limit of indemnity ¹	Deductible
▶	▶	▶
Earthquake, volcanism, tsunami Storm, cyclone, flood, inundation, landslide		

Section 2 – Third party liability

Insured item	Limit of indemnity ²	Deductible
▶	▶	▶
1. Bodily Injury 1.1. any one person 1.2. total 2. Property Damage		

Section 3 – Principal's loss of profits

Insured interest	Annual sum insured	Sum insured for maximum indemnity period
▶	▶	▶
Gross profit and increased cost of working		

Period of insurance from	to ³	Maximum indemnity period from ⁴	Time excess	Progress report interval
▶	▶	▶	▶	▶
		months		months

¹ Limit of indemnity in respect of each and every loss or damage and/or series of losses arising out of any one event.

² Limit of indemnity in respect of any one accident or series of accidents arising out of one event.

³ Scheduled date of completion.

⁴ Scheduled date of commencement of insured business, but not earlier than the scheduled date of completion.

▶ Space for EDP field identifier.

Contract works insured under section 3		
Item No.	Description of items	Possible loss minimization
▶	▶	▶

▶ Space for EDP field identifier.

In witness whereof the undersigned being duly authorized by the Insurers and on behalf of the Insurers has (have) hereunto set his (their) hand(s)

Executed at _____ Date _____ Signature _____

Erection All Risks Policy

No. _____

Whereas the Insured named in the Schedule hereto has made to the

(hereinafter called "the Insurers") a written proposal by completing a Questionnaire which together with any other statements made in writing by the Insured for the purpose of this Policy is deemed to be incorporated herein,

Now this Policy of Insurance witnesseth that subject to the Insured having paid to the Insurers the premium mentioned in the Schedule and subject to the terms, exclusions, provisions and conditions contained herein or endorsed hereon the Insurers will indemnify the Insured in the manner and to the extent hereinafter provided.

General Exclusions

The Insurers will not indemnify the Insured in respect of loss, damage or liability directly or indirectly caused by or arising out of or aggravated by

- a) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny, riot, strike, lock-out, civil commotion, military or usurped power, a group of malicious persons or persons acting on behalf of or in connection with any political organisation, conspiracy, confiscation, commandeering, requisition or destruction or damage by order of any government de jure or de facto or by any public authority;
- b) nuclear reaction, nuclear radiation or radioactive contamination;
- c) wilful act or wilful negligence of the Insured or of his representatives;
- d) cessation of work whether total or partial.

In any action, suit or other proceeding where the Insurers allege that by reason of the provisions of Exclusion a) above any loss, destruction, damage or liability is not covered by this insurance the burden of proving that such loss, destruction, damage or liability is covered shall be upon the Insured.

Period of Cover

The liability of the Insurers shall commence notwithstanding any date to the contrary specified in the Schedule, directly upon commencement of work or after the unloading of the items entered in the Schedule at the site and shall continue until immediately after taking over or after the first test operation or test loading is completed whatever is the earlier, but not beyond four weeks (unless otherwise agreed in writing) 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 ceases whereas the cover continues for the remaining parts.

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

At the latest the insurance shall expire on the date specified in the Schedule. Any extensions of the Period of Insurance are subject to the prior written consent of the Insurers.

General Conditions

1. The due observance and fulfilment of the terms of this Policy in so far as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers in the questionnaire and proposal made by the Insured shall be a condition precedent to any liability of the Insurers.

2. The Schedule and the Section(s) shall be deemed to be incorporated in and form part of this Policy and the expression "this Policy" wherever used in this contract shall be read as including the Schedule and the Section(s). Any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule or of the Section(s) shall bear such meaning wherever it may appear.

3. The Insured shall at his own expense take all reasonable precautions and comply with all reasonable recommendations of the Insurers to prevent loss, damage or liability and comply with statutory requirements and manufacturers' recommendations.

4. a) Representatives of the Insurers shall at any reasonable time have the right to inspect and examine the risk and the Insured shall provide the representatives of the Insurers with all details and information necessary for the assessment of the risk.

b) The Insured shall immediately notify the Insurers by telegram and in writing of any material change in the risk and cause at his own expense such additional precautions to be taken as circumstances may require, and the scope of cover and/or premium shall, if necessary, be adjusted accordingly.

No material alteration shall be made or admitted by the Insured whereby the risk is increased, unless the continuance of the insurance be confirmed in writing by the Insurers.

5. In the event of any occurrence which might give rise to a claim under this Policy, the Insured shall

a) immediately notify the Insurers by telephone or telegram as well as in writing, giving an indication as to the nature and extent of loss or damage;

b) take all steps within his power to minimize the extent of the loss or damage;

c) preserve the parts affected and make them available for inspection by a representative or surveyor of the Insurers;

d) furnish all such information and documentary evidence as the Insurers may require;

e) inform the police authorities in case of loss or damage due to theft or burglary.

The Insurers shall not in any case be liable for loss, damage or liability of which no notice has been received by the Insurers within 14 days of its occurrence.

Upon notification being given to the Insurers under this condition, the Insured may carry out

the repairs or replacement of any minor damage; in all other cases a representative of the Insurers shall have the opportunity of inspecting the loss or damage before any repairs or alterations are effected. If a representative of the Insurers does not carry out the inspection within a period of time which could be considered as adequate under the circumstances the Insured is entitled to proceed with the repairs or replacement.

The liability of the Insurers under this Policy in respect of any item sustaining damage shall cease if said item is not repaired properly without delay.

6. The Insured shall at the expense of the Insurers do and concur in doing and permit to be done all such acts and things as may be necessary or required by the Insurers in the interest of any rights or remedies, or of obtaining relief or indemnity from parties (other than those insured under this Policy) to which the Insurers shall be or would become entitled or subrogated upon their paying for or making good any loss or damage under this Policy, whether such acts and things shall be or become necessary or required before or after the Insured's indemnification by the Insurers.

7. If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators, one to be appointed in writing by each of the parties, within one calendar month after having been required in writing so to do by either of the parties, or, in case the Arbitrators do not agree, of an Umpire to be appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings. The making of an award shall be a condition precedent to any right of action against the Insurers.

8. If a claim is in any respect fraudulent, or if any false declaration is made or used in support thereof, or if any fraudulent means or devices are used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy, or if a claim is made and rejected and no action or suit is commenced within three months after such rejection or, in case of arbitration taking place as provided herein, within three months after the Arbitrator or Arbitrators or Umpire have made their award, all benefit under this Policy shall be forfeited.

9. If at the time any claim arises under the Policy there be any other insurance covering the same loss, damage or liability the Insurers shall not be liable to pay or contribute more than their rateable proportion of any claim for such loss, damage or liability.

Section I - Material Damage

Policy No.

The Insurers hereby agree with the Insured that if at any time during the period of cover the items or any part thereof entered in the Schedule shall suffer any unforeseen and sudden physical loss or damage from any cause, other than those specifically excluded, in a manner necessitating repair or replacement, the Insurers will indemnify the Insured in respect of such loss or damage as hereinafter provided by payment in cash, replacement or repair (at their own option) up to an amount not exceeding in respect of each of the items specified in the Schedule the sum set opposite thereto and not exceeding in any one event the limit of indemnity where applicable and not exceeding in all the total sum expressed in the Schedule as insured hereby.

The Insurers will also reimburse the Insured for the cost of clearance of debris following upon any event giving rise to a claim under this Policy provided a separate sum therefor has been entered in the Schedule.

Special Exclusions to Section I

The Insurers shall not, however, be liable for

- a) the deductible stated in the Schedule to be borne by the Insured in any one occurrence;
- b) consequential loss of any kind or description whatsoever including penalties, losses due to delay, lack of performance, loss of contract;
- c) loss or damage due to faulty design, defective material or casting, bad workmanship other than faults in erection;
- d) wear and tear, corrosion, oxidation, incrustation;
- e) loss of or damage to files, drawings, accounts, bills, currency, stamps, deeds, evidences of debt, notes, securities, cheques, packing materials such as cases, boxes, crates;
- f) loss discovered only at the time of taking an inventory.

Provisions Applying to Section I

Memo 1 - Sums Insured: It is a requirement of this insurance that the sums insured stated in the Schedule (under items 1 and 2) shall not be less than the full value of each item at the completion of the erection, inclusive of freight, customs duties, dues, erection cost, and the Insured undertakes to increase or decrease the amounts of insurance in the event of any material fluctuation in the level of wages or prices

provided always that such increase or decrease shall take effect only after the same has been recorded on the Policy by the Insurers.

If, in the event of loss or damage, it is found that the sums insured are less than the amounts required to be insured, then the amount recoverable by the Insured under this Policy shall be reduced in such proportion as the sums insured bear to the amounts required to be insured. Every object and cost item is subject to this condition separately.

Memo 2 - Basis of Loss Settlement: In the event of any loss or damage the basis of any settlement under this Policy shall be

- a) in the case of damage which can be repaired the cost of repairs necessary to restore the items to their condition immediately before the occurrence of the damage less salvage, or
- b) in the case of a total loss – the actual value of the items immediately before the occurrence of the loss less salvage,

however, only to the extent the costs claimed had to be borne by the Insured and to the extent they are included in the sums insured and provided always that the provisions and conditions have been complied with.

The Insurers will make payments only after being satisfied by production of the necessary bills and documents that the repairs have been effected or replacement has taken place, as the case may be. All damage which can be repaired shall be repaired, but if the cost of repairing any damage equals or exceeds the value of the items immediately before the occurrence of the damage, the settlement shall be made on the basis provided for in b) above.

The cost of any provisional repairs will be borne by the Insurers if such repairs constitute part of the final repairs and do not increase the total repair expenses.

The cost of any alterations, additions and/or improvements shall not be recoverable under this Policy.

Memo 3 - Extension of Cover: Extra charges for overtime, nightwork, work on public holidays, express freight are covered by this insurance only if previously and specially agreed upon in writing.

Memo 4 – Surrounding Property: Loss of or damage to property located on or adjacent to the site and belonging to or held in care, custody or control of the Principal(s) or the Contractor(s) shall only be covered if occurring in direct connection with the erection, construction or testing of the items insured under Section I and happening during the Period of Cover, and provided that a separate sum therefor has been entered in the Schedule under Section I, item 4. This cover does not apply to construction/erection machinery and construction/erection plant and equipment.

Section II - Third Party Liability Policy No.

The Insurers will indemnify the Insured up to but not exceeding the amounts specified in the Schedule against such sums which the Insured shall become legally liable to pay as damages consequent upon

- a) accidental bodily injury to or illness of third parties (whether fatal or not)
- b) accidental loss of or damage to property belonging to third parties

occurring in direct connection with the erection, construction or testing of the items insured under Section I and happening on or in the immediate vicinity of the site during the Period of Cover.

In respect of a claim for compensation to which the indemnity provided herein applies, the Insurers will in addition indemnify the Insured against

- a) all costs and expenses of litigation recovered by any claimant from the Insured, and
- b) all costs and expenses incurred with the written consent of the Insurers,

provided always that the liability of the Insurers under this section shall not exceed the limits of indemnity stated in the Schedule.

Special Exclusions to Section II

The Insurers will not indemnify the Insured in respect of

- 1. the deductible stated in the Schedule to be borne by the Insured in any one occurrence;
- 2. expenditure incurred in doing or redoing or making good or repairing or replacing anything covered or coverable under Section I of this Policy;
- 3. liability consequent upon
 - a) bodily injury to or illness of employees or workmen of the Contractor(s) or the Principal(s) or any other firm connected with the project which or part of which is insured under Section I, or members of their families;
 - b) loss of or damage to property belonging to or held in care, custody or control of the Contractor(s), the Principal(s) or any other firm connected with the project which or part of which is insured under Section I, or an employee or workman of one of the aforesaid;
 - c) any accident caused by vehicles licensed for general road use or by waterborne vessels or aircraft;
 - d) any agreement by the Insured to pay any sum by way of indemnity or otherwise unless such liability would have attached also in the absence of such agreement.

Special Conditions Applying to Section II

- 1. No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Insurers who shall be entitled, if they so desire, to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute for their own benefit in the name of the Insured any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings or in the settlement of any claim and the Insured shall give all such information and assistance as the Insurers may require.
- 2. The Insurers may so far as any accident is concerned pay to the Insured the limit of indemnity for any one accident (but deducting therefrom in such case any sum or sums already paid as compensation in respect thereof) or any lesser sum for which the claim or claims arising from such accident can be settled and the Insurers shall thereafter be under no further liability in respect of such accident under this section.

Schedule

Name and Address of Insured	Site of Erection		
Section I – Material Damage	Insured Items	Sums Insured	Deductible
	1. Erection Work 1.1 Items to be erected (attach separate sheet if necessary) 1.2 Freight 1.3 Customs Duties and Dues 1.4 Cost of Erection 2. Civil Engineering Work 3. Clearance of Debris 4. Property located on the Principal's premises or on the site, belonging to the Principal or held in care, custody or control		
	Total Sum Insured under Section I:		
	Risk	Limits of Indemnity¹⁾	Deductibles
	Earthquake, volcanism tsunami Storm, cyclone, flood, inundation, land slide		

¹⁾ Limit of indemnity in respect of each and every loss or damage and/or series of losses or damages arising out of any one event

Section II – Third Party Liability	Insured items	Limits of Indemnity²⁾	Deductibles
	1. Bodily Injury 1.1 anyone person 1.2 total		
	2. Property Damage		
²⁾ Limit of indemnity in respect of any one accident or series of accidents arising out of one event			
Period of Insurance (subject to the provisions concerning the Period of Cover)			
from _____ to _____ incl. of _____ weeks testing			
Incorporated in this Policy is Questionnaire and Proposal No. The following endorsements are attached to and forming part of this Policy:			
Total Premium (inclusive of extra premiums for the abovementioned endorsements)		In Witness whereof the Undersigned being duly authorized by the Insurers and on behalf of the Insurers has/have herunto set his/their hand(s)	
_____		this _____ day of _____ 19____	

Section III – Principal’s Advance Loss of Profits Policy No.

The Insurers shall indemnify the Insured – named as Principal in the Schedule to Section I of this Policy – in respect of the loss of gross profit actually sustained due to the reduction in turnover and the increased cost of working as defined in this Section, if at any time during the period of insurance stated in the Schedule to this Section any or all the insured items suffer loss or damage covered under Section I of this Policy, unless specifically excluded in this Section, thereby causing an interference in the erection work and/or testing schedule resulting in a delay of commencement of and/or interference with the insured business, hereinafter referred to as “the delay”.

The amount payable as indemnity hereunder shall be:

- in respect of loss of gross profit: the sum obtained by applying the rate of gross profit to the amount by which the actual turnover during the indemnity period falls short of the turnover which would have been achieved had the delay not occurred;
- in respect of increased cost of working: the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in turnover which, without such expenditure, would have taken place during the indemnity period, but not exceeding the sum obtained by applying the rate of gross profit to the amount of the reduction in turnover thereby avoided.

If the annual sum insured hereunder is less than the sum obtained by applying the rate of gross profit to the annual turnover, the amount payable shall be reduced proportionately.

Definitions

Period of Insurance

The period of insurance shall be the period stated in the Schedule to this Section, terminating on the date specified in the Schedule or on any earlier date when the EAR material damage cover of Section I ceases.

Scheduled Date of Commencement of the Insured Business

The provisional date stated in the Schedule to this Section or any revised date upon which the business would have commenced had the delay not occurred.

Indemnity Period

The period during which the results of the business are affected in consequence of the delay, beginning on the scheduled date of commencement of the insured business and not exceeding the maximum indemnity period stated in the Schedule to this Section.

Time Excess

The period stated in the Schedule to this Section for which the Insurers are not liable. The corresponding amount shall be calculated by multiplying the average daily value of loss sustained during the indemnity period by the number of days agreed upon as the time excess.

Turnover

The amount of money (less discounts allowed) paid or payable to the Insured for goods, products or services sold, delivered or rendered in the course of the insured business conducted at the premises.

Annual Turnover

The turnover which, had the delay not occurred, would have been achieved during the 12 months after the scheduled date of commencement of the insured business.

Annual Gross Profit

The amount by which the value of the annual turnover and the value of the closing stock exceeds the value of the opening stock and the amount of the specified working expenses. The value of the opening and closing stocks shall be calculated in accordance with the Insured's normal accounting methods, due provisions being made for depreciation.

Specified working expenses shall be any costs incurred for the acquisition of goods, raw materials or auxiliaries as well as for supplies (unless required for the upkeep of operations) and any costs for packaging, carriage, freight, intermediate storage, turnover tax, purchase tax, licence fees and royalties for inventors, etc., insofar as such costs are dependent on turnover.

Rate of Gross Profit

The rate which, had the delay not occurred, would have been earned on the turnover during the indemnity period.

Special Exclusions Applying to Section III

The Insurers shall not be liable for

1. loss of gross profit and/or increased cost of working due to any delay caused by or resulting from
 - 1.1. loss or damage covered under Section I by way of endorsement, unless it has been specifically agreed in writing;
 - 1.2. earthquake, volcanic eruption, tsunami, unless it has been specifically agreed in writing;
 - 1.3. loss of or damage to surrounding property, construction machinery, plant and equipment;
 - 1.4. loss of or damage to operating media or feedstock, shortage, destruction, deterioration of or damage to any materials necessary for the insured business;
 - 1.5. any restrictions imposed by a public authority;
 - 1.6. non-availability of funds;
 - 1.7. alterations, additions, improvements, rectification of defects or faults or elimination of any deficiencies carried out after the occurrence;
 - 1.8. loss or damage to items taken over or taken into use by the Insured or for which cover under Section I to this Policy has ceased;
2. any loss due to fines or damages for breach of contract, for late or non-completion of orders, or for any penalties of whatever nature;
3. loss of business due to causes such as suspension, lapse or cancellation of a lease, licence or order, etc. which occurs after the date of actual commencement of the business;
4. loss of or damage to erection work of a prototype nature, unless specifically agreed by endorsement.

Provisions Applying to Section III

Memo 1 – Extension of Period: Any extension of the period of insurance under Section I of this Policy shall not automatically lead to an extension of the period of insurance stated in the Schedule to this Section.

Any extension of the period of insurance under this Section of the Policy shall be requested in writing as early as possible by the Insured, stating the circumstances leading to the need for extension, and shall have effect for this Section only if specifically agreed upon in writing.

Any alteration of the scheduled date of commencement of the insured business shall be reported and shall have effect for this Section only if specifically agreed upon in writing.

Memo 2 – Basis of Loss Settlement: In calculating the rate of gross profit and annual turnover, the following points shall in particular be taken into consideration:

- a) the results of the insured business for the 12-month period after commencement,
- b) variations and special circumstances which would have affected the insured business had the delay not occurred,
- c) variations and special circumstances affecting the insured business after commencement,

so that the final figures represent as closely as may be reasonably practicable the results which the insured business would have obtained after the scheduled date of commencement had the delay not occurred.

Memo 3 – Return of Premium: If the Insured declares (certified by the Insured's auditors) that the gross profit earned during the accounting period of twelve months following the commencement of the insured business or the date on which but for the delay the business would have commenced was less than the sum insured thereon, a pro rata return of premium not exceeding one third of the premium paid shall be made in respect of the difference.

If any loss or damage has occurred giving rise to a claim under this Policy, such return shall be made in respect only of so much of said difference as is not due to such damage.

Special Conditions Applying to Section III

1. The Insured shall present the Insurers with updated progress reports at intervals stated in the Schedule to this Section.
2. In the event of any material change in the original risk such as
 - changes of the envisaged progress programme, testing procedure, etc.
 - alteration, modification or addition to any item of machinery or work, etc.
 - departure from prescribed construction or operation conditions
 - changes in the Insured's interest (such as discontinuation or liquidation of the business or its being placed in receivership)taking place, the Policy shall be void unless its continuance be agreed by memorandum signed by the Insurers.
3. In the event of any occurrence which might cause a delay and give rise to a claim under this section:
 - a) the Insured shall immediately notify the Insurers by telephone or telegram and send them written confirmation thereof within forty-eight hours of the occurrence;
 - b) the Insured shall do and concur in doing and permit to be done all such things as may be reasonably practicable to minimize or establish the extent of any interference with the erection work and/or testing schedule so as to avoid or diminish any delay resulting therefrom.

c) the Insurers and every person authorized by the Insurers shall, without prejudice to any party insured by this Policy, have access to the erection site where such loss or damage has occurred for the purpose of direct negotiation with the responsible contractor or subcontractor in order to establish the possible cause and extent of the loss or damage, its effect on the insured items, to examine the possibilities for minimizing any delay to the scheduled date of commencement of the insured business, and if necessary to make any reasonable recommendations for the avoidance or minimization of such delay.

This condition shall be evidence of the leave and licence of the Insured to the Insurers so to do. If the Insured or anyone acting on his behalf hinders or obstructs the Insurers during any of the above-mentioned acts or does not comply with such recommendations of the Insurers, all benefits under this Section shall be forfeited.

4. In the event of a claim being made under this Section, the Insured shall at his own expense deliver to the Insurers not later than thirty days after the delay or within such further periods as the Insurers may allow in writing a written statement setting forth particulars of his claim. Furthermore, the Insured shall at his own expense produce and furnish to the Insurers such books of account and other business books, e.g. invoices, balance sheets and other documents, proofs, information, explanations or other evidence as may reasonably be required by the Insurers for the purpose of investigating or verifying the claim, together with – if required – a statutory declaration of the truth of the claim and of any matters connected therewith.

5. The indemnity shall be payable one month after final determination of its amount. Notwithstanding the above, the Insured may, one month after the Insurers have been duly notified of the loss and have acknowledged their liability, claim as advance payment(s) the minimum amount(s) payable under the prevailing circumstances.

The Insurers shall be entitled to postpone payment:

- a) if there are doubts as to the Insured's right to receive payment, until the necessary proof is furnished;
- b) if, as a result of any loss or damage or any delay to the anticipated date of commencement of the insured business, police or criminal investigations have been initiated against the Insured, until the completion of such investigations.

The Insurers shall not be liable to pay interest on indemnity moneys withheld other than interest for default.

Schedule to Section III of Policy No.

Name and Address of Insured:	The Insured Business:
Insured Interest: Gross Profit and Increased Cost of Working	
Annual Sum Insured	_____
Sum Insured for Maximum Indemnity Period	_____
Period of Insurance: from _____ to _____ (scheduled date of completion)	
including _____ weeks' testing	
Maximum Indemnity Period	_____ months
from _____ (scheduled date of commencement of insured business, but not earlier than the scheduled date of completion)	
Time Excess _____	
Progress reports to be presented at intervals of _____ months.	
Incorporated in this Section is Questionnaire and Proposal No. _____ The following endorsements are attached to and form part of this Section:	
Total Premium: (inclusive of extra premiums for above-mentioned endorsements)	

List of Machinery and Plant Insured under Section III

Item No.	Quantity	Description of items to be erected, manufacturer, type, size, performance	Relative importance ¹ %	Major spare parts, standby units/capacity, possible loss minimization

¹Reduction (per cent) of the gross profit in the event of failure of a machine (disregarding any loss-minimizing possibilities).

In witness whereof the Undersigned being duly authorized by the Insurers and on behalf of the Insurers has (have) herunto set his (their) hand(s)

this day of 19