

## **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, the Insurers 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 or 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 or leakage or infiltration of material of any kind,
4. For filling voids or for replacing los 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.**