BUILDER'S RISK POLICY

Name of Insured: Sample

Address:

Situate:

Policy Period: TO

LIMITS OF LIABILITY:

At Named Location(s) Part Of Excess Of		Any one occurrence and in the aggregate any one policy year as respects loss or damage by earthquake & flood
At Unnamed Location(s)	EXCLUDED	Any one occurrence and in the aggregate any one policy year as respects loss or damage by earthquake & flood
Time Element (per forms attached)	☐ INCLUDE ☐ EXCLUDE	Any one occurrence and in the aggregate any one policy year as respects loss or damage by earthquake & flood
Property In Transit	☐ INCLUDE ☐ EXCLUDE	Any one occurrence and in the aggregate any one policy year as respects loss or damage by earthquake & flood
Deductibles:		

Premium:

1. THIS POLICY INSURES:

Loss, if any hereunder, to be adjusted with Sample
and payable as it (they) may direct. The receipt of the payee shall constitute the Company's full release from claim, if any, hereunder.

2. PROPERTY INSURED:

Any and all materials, equipment, machinery, tools and supplies of any nature whatsoever including buildings and all temporary structures to be used in or incidental to the fabrication and/or erection and/or completion of the property and/or project as described in the Declarations; including property of others, which is in the actual cars, custody and control of the Insured, for which the Insured may be liable.

3. PROPERTY EXCLUDED:

(a) Accounts, deeds, currency, plans, mechanical drawings and other records and documents, data processing equipment;

(b) automobiles, motor trucks, trailers, motorcycles and similar vehicles, aircraft, watercraft, and contractor's equipment;

(c) growing crops, standing timber, trees, shrubs, lawns, land and land values.

4. PERILS INSURED AGAINST:

This policy insures against all risks of direct physical loss or damage occurring during the period of this policy to the insured property from any external cause, except as hereinafter excluded.

5. PERILS EXCLUDED: With regard to all property covered hereunder this policy does not cover any loss

(a) caused by or resulting from the perils of fire, lighting, windstorm, cyclone, tornado, hail, explosion, riot, attending a strike, civil commotion, smoke, vehicles, aircraft, vandalism and malicious mischief, or leakage from fire-protective sprinkler systems or other causes of loss as provided under special causes of loss set forth in the standard board (ISO) insurance forms and the approved and standard endorsements thereto in current use at the inception of this policy.

(b) caused by penalties for non-completion of or delay in completion of contract or noncompliance with contract conditions, nor for loss of use or occupancy howsoever caused;

(c) caused by cost of making good faulty or detective workmanship or material;

(d) due to improper material or errors in design;

(e) caused by or resulting from delay, loss of market, loss of use, bankruptcy, foreclosure, execution or similar proceedings, wear, tear, vermin, or other animals, termite or other insects, deterioration, inherent vice, latent defect or mechanical breakdown.

(f) caused by frost or freezing.

(g) Caused by flood. The term "flood" shall be held to mean a general and temporary condition of partial or complete inundation of normally dry land areas from flood, surface waters, subsurface water, waves, tidal waves or tidal water, overflow of streams or other bodies of water or spray from the foregoing, all whether driven by wind or not.

(h) Caused by or resulting from earth movement, landslide, mud flow, subsidence, earth sinking, and earth rising or shifting, or earthquake, defined as natural faulting of land masses.

(i) Caused by or arising out of infidelity or any dishonest act on the part of the assured or other party of interest, his or their employees or agents or any other person or persons to whom the property may be entrusted (carriers for hire excepted). Loss or damage resulting from the assured voluntarily parting with title or possession of any property if induced to do so by any fraudulent scheme, trick, device or false pretense.

(j) Caused by or resulting from testing.

(k) Resulting from mysterious disappearance, or loss or shortage disclosed on taking inventory, or any unexplained loss.

(l) Due to improper material or errors in design, but should there be resultant physical damage to the insured property, such resultant damage shall be covered to the extent not otherwise excluded by this policy.

(m) By nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by the peril(s) insured against in this policy.

(n) Caused by or resulting from: (1) hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack, (a) by any government or sovereign power (de jure or de facto) or by any authority maintaining or using military, naval or air forces: or (b) by military, naval or air forces; or (c) by any agent or any such government, power, authority or forces; (2) any weapon of war employing atomic fission or radioactive force whether in time of peace or war; (3) insurrection, rebellion, revolution, civil war, usurped power or action taken by governmental authority in hindering, combating or defending against such an occurrence, seizure or destruction under quarantine or Customs regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade.

6. BOILER & MACHINERY EXCLUSION: The following exclusions shall apply under "Perils Excluded":

(a) against electrical injury or disturbance to electrical appliances, devices, or wiring caused by electrical currents artificially generated unless loss or damage from a peril insured herein ensues and then this policy shall cover for such ensuing loss or damage;

(b) against mechanical breakdown unless loss or damage from a peril insured herein ensues and then this policy shall cover for such ensuing loss or damage;

(c) against explosion, rupture, or bursting of steam boilers, steam pipes, steam turbines, or steam engines unless loss or damage from a peril insured herein ensues and then this policy shall cover for such ensuing loss or damage; it is understood and agreed that direct loss resulting from the explosion of accumulated gases or unconsumed fuel within the firebox (or combustion chamber) of any fired vessel or within the flues or passages which conduct the gases or combustion therefrom shall be covered hereunder but only at locations where fire perils are also covered.

Any reference to boiler and machinery coverage elsewhere in manuscript form attached is declared null and void.

7. EXCESS CLAUSE & DROP DOWN CLAUSE:

Excess Clause

This policy is for part of any one loss or occurrence and in the annual aggregate each as respects the perils of flood and earthquake (if insured hereunder) excess of any one loss or occurrence and in the annual aggregate each as respects the primary coverage with respect to each and every loss occurrence caused by or resulting from the perils insured against under this policy on property insured hereunder. There shall be liability under this policy only when the amount of an insured loss arising from one occurrence exceeds excess of any deductible provisions in the primary coverage, and then the liability under this policy shall be only its pro rata share of such insured loss excess of the above described primary coverage.

Drop Down Clause

It is agreed and understood that in the event of reduction or exhaustion of the underlying aggregate limit or limits by perils and property insured hereunder, this policy shall apply in excess of the reduced underlying limit, or if such limit is exhausted, shall apply as underlying insurance, subject to terms and conditions contained herein, notwithstanding anything to the contrary in the terms and conditions of this policy.

In no event, however, shall this company be liable for more than the limits of liability specified in the excess clause.

It is a condition of this policy that the policy(ies) of the primary and underlying excess insurers shall be maintained in full effect during the currency of this policy except for any reduction or exhaustion of the aggregate limits contained therein solely by losses during the policy.

8. DURATION OF COVER: This insurance attaches when the insured property becomes at the risk of the Insured and continuously thereafter until the entire project has been completed and accepted by the Insured, but in no event beyond the expiration date indicated on the Declarations Page of this Policy unless otherwise endorsed hereon.

9. DEDUCTIBLE CLAUSE: From the amount of each claim for loss or damage when finally determined there shall be deducted the amount stated as 'Deductible' in the Declarations.

10. VALUATION: Property hereunder to be valued at the cost to repair or replace the property with materials of like kind and quality, including but not limited to cost of subcontracts, labor, materials, transportation charges, overhead and contractors profit.

11. MACHINERY DAMAGE: In case of loss or damage to any part of a machine or other article, this Company (if liable therefore under the terms of this insurance) shall only be liable for the proportion of the insured value applicable to the part or parts lost or damaged, or at the Insured's option for the cost and expense of replacing, duplicating, assembling, and repairing that part or parts lost or damaged.

12. COINSURANCE: No coinsurance to apply with respect to this insurance.

13. OCCUPANCY: Permission is granted the Insured or its tenants to occupy and/or use structures or facilities prior to final acceptance of completed work by the Insured.

14. OTHER INSURANCE: Except for insurance described by the contributing insurance clause, by the excess insurance clause, or by the underlying insurance clause, this policy shall not cover to the extent of any other insurance, whether prior or subsequent hereto in date, and whether directly or indirectly covering the same property against the same perils. This Company shall be liable for loss or damage only to the extent of that amount in excess of the amount recoverable from such other insurance.

15. EXCESS INSURANCE: The Insured is given the privilege of placing excess insurance, if required.

16. AGREEMENT WITH CARRIER: The Insured may waive their right(s) of recovery against private or contract carriers and may accept Bills of Lading or receipts from common carriers limiting the amount of their liability, but this insurance shall not inure to the benefit of any carrier.

17. OPERATION OF BUILDING LAWS: This Company shall not be liable for loss occasioned by the enforcement of any state or municipal law or ordinance which necessitates the demolition of any portion of a building or removal of contents thereof which has not suffered damage by any of the perils insured against, all as defined and limited herein.

18. PARTIAL LOSS: This Company hereby grants permission to the Insured to carry out repairs in respect of any partial damage to the property insured hereby which conveniently and advantageously can be undertaken by them. This Company shall reimburse the Insured for the actual cost of such repairs subject always to the Deductible and Limit of Liability stated in the Schedule.

19. DEBRIS REMOVAL: This policy also covers, within the sum insured, expenses incurred in the removal of debris of the property covered hereunder which may be destroyed or damaged by a peril insured against. The cost of removal of debris shall not be considered in determination of the valuation of the property covered. The maximum payable under this coverage is 25% of the amount payable for the direct physical loss or damage to covered property at the applicable location; plus the deductible in this policy applicable to that loss or damage. Coverage for debris removal does not increase the total coverage for such property afforded by this coverage.

20. ADVISE OF LOSS: In the event of loss or damage the Insured shall:

(a) give advice thereof to this Company as soon as practicable;

(b) protect the Property from further loss or damage;

(c) as soon thereafter as it is practicable render a statement to this Company signed and sworn to by the Insured stating the knowledge and belief of the Insured as to the time and cause of the loss or damage and the Interest of the Insured and all others in the property;

(d) exhibit to any person designated by this Company all that remains of any property herein described;

(e) produce for examination all books of account, bills. invoices, and vouchers and any and all documents pertaining to the interest of the Insured hereunder or a certified copy thereof if originals be lost at such reasonable place as may be designated by the Company or their representative, and permit extracts and copies thereof to be made.

21. SUE AND LABOR CLAUSES: In case of actual loss or damage, it shall be lawful and necessary for the Insured(s), their factors, servants and assigns to sue, labor and travel for, in and about the defense, safeguard and recovery of the said goods or any part thereof, without prejudice to this insurance; nor shall the acts of the Insured or this Company in recovering, saving and preserving the property insured, in case of disaster be considered a waiver or acceptance of abandonment. The expenses so Incurred shall be borne by the Company proportionately to the extent of its interest.

22. ASSURED'S DUTIES IN CASE OF LOSS: Upon knowledge of loss or of an occurrence which may give rise to a claim for loss, the assured shall:

(a) Give notice thereof as soon as practicable to the Company, in writing and in the case of loss by theft, burglary or robbery to the policy.

(b) File detailed proof of loss, duly sworn to, with the Company within 90 days after the discovery of loss; failure by the assured to report the said loss or damage and to file such sworn proof of loss as herein before provided shall invalidate any claim under this policy for such loss.

(c) Upon the Company request, (1) furnish a complete inventory of all property not lost or damaged, stating the original cost and actual cash value and quantity thereof , and (2) the assured and every claimant hereunder shall submit to examination by the Company, subscribe the same, under oath if required, and produce for the Company's examination all pertinent records, all at such reasonable times and places as the Company shall designate, and shall cooperate with the Company in all matters pertaining to loss or claims with respect thereto.

23. APPRAISAL: If the Insured and this Company shall fail to agree as to the amount of loss or damage, they shall each nominate a competent and disinterested appraiser and the two so chosen shall first select a competent and disinterested umpire; the appraisers together shall then estimate and appraise the loss or damage, stating separately the sound values and damage and, failing to agree shall submit their differences to the umpire, and the award in writing of any two shall determine the amount of the loss or damage, The parties hereto shall pay the appraisers respectively selected by them, and shall bear equally the expense of the appraisal and umpire.

24. SUBROGATION: In the event of any payment under this policy the underwriters shall be subrogated to all the assured's rights of recovery therefore against any person or organization and the assured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The assured shall do nothing after loss to prejudice such rights.

25. SUIT AGAINST ASSURERS: This Company agrees that any action or proceeding against it for the recovery of any claim under or by virtue of this insurance shall not be barred if commenced within the time prescribed therefore in the statutes of state having jurisdiction.

26. LOSS PAYMENT: Loss, if any, to be adjusted with the Named Insured and payable to the Insured, or order.

27. ABANDONMENT: There can be no abandonment to this Company of the property insured.

28. ASSIGNMENT: No assignment of interest under this Policy shall bind this Company until its consent is endorsed thereon. However, should the Insured die or be adjudged bankrupt or insolvent this Company will consent to the assignment of this Policy to the Insured's legal representative provided that written notice is given to this Company within thirty (30) days after the date of such death, bankruptcy or insolvency.

29. SERVICE OF SUIT CLAUSE: It is agreed that in the event of the failure of this Company to pay any amount claimed to be due hereunder, this Company at the request of the Insured, will submit to the jurisdiction of any Court of Competent Jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court, however, this Company specifically reserves the right to remove any suit brought under this policy to a Federal Court of the United States.

It is further agreed that service of process in such suit may be made upon the highest one In authority bearing the title "Commissioner", "Director", or "Superintendent" of Insurance of the state or commonwealth wherein the property covered by this policy is located, and that any suit instituted against it upon this contract this Company will abide by the final decision of such Court or any Appellate Court in the event of an appeal. The one in authority bearing the title "Commissioner", "Director", or "Superintendent" of Insurance of the state or commonwealth wherein the property covered by this policy is located is hereby authorized and directed to accept service of process on behalf of this Company in any such suit and/or upon the Insured's request to give a written undertaking to the Insured that they will enter a general appearance upon this Company's behalf In the event such a suit shall be instituted.

The above Service of Suit Clause is not to become effective unless or until the Insured has notified this Company In each specific claim of Its intention to sue.

30. FALSE OR FRAUDULENT CLAIMS: If the assured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this policy shall become void, and all claim hereunder shall be forfeited.

31. GENERAL AVERAGE AND SALVAGE: General average, salvage and special charges payable if and as required.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Attached to and forming a part of policy number NSMXXXXX issued by: , North Shore Management

issued to: Sample

effective date:

BY: _____

AUTHORIZED REPRESENTATIVE