

# Communicable Disease Exclusion – Construction and Engineering

## Policy Endorsement



### Your policy is amended as follows:

Notwithstanding any provision to the contrary in this policy or any other endorsement thereto:

This policy does not cover any loss, damage, liability, claim, cost or expense directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with any:

1. Communicable Disease;
2. notifiable organism or disease under the Biosecurity Act 1993;
3. fear or threat (actual or perceived) or action taken to control or prevent or suppress any of the diseases, conditions or circumstances described in this exclusion.

The following attaches to the wording provided above:

## Construction policies

The following will apply if this policy is one of the following policies: contract works; civil engineering; advanced consequential loss (construction/erection); or contractor's plant and machinery.

Subject to the other terms, conditions and exclusions of this policy, this exclusion will not apply to:

physical damage to insured property and any Time Element Loss directly resulting therefrom, where such physical damage is directly caused by or arising from any of the following perils:

- (i) fire, lightning, explosion,
- (ii) aircraft or vehicle impact
- (iii) falling objects,
- (iv) windstorm, rainstorm, hail, tornado, cyclone, typhoon, hurricane,
- (v) earthquake, seismic and/or volcanic activity, tsunami,
- (vi) flood, freeze, weight of snow or ice,
- (vii) avalanche, meteor/asteroid impact,
- (viii) landslip,
- (ix) riot, riot attending a strike, civil commotion,
- (x) vandalism, malicious mischief.

## Machinery, boiler and pressure vessel and stock deterioration policies

The following will apply if this policy is one of the following policies: machinery breakdown; rural / farm machinery breakdown; machinery breakdown business interruption; machinery loss of profits; machinery additional cost of working; boiler and pressure vessel; stock deterioration; rural/farm stock deterioration; or deterioration of stock in cold storage.

Subject to the other terms, conditions and exclusions of this policy, this exclusion will not apply to machinery breakdown and any Time Element Loss directly resulting therefrom.

## All policies

For the purpose of this exclusion only, the following definitions apply.

## Definitions

### **Communicable Disease**

means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- (a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- (b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- (c) the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

### **Time Element Loss**

means any:

- (a) increase in cost of working;
- (b) escalation;
- (c) expediting expenses;
- (d) loss of gross profit;
- (e) loss of rental,

that, subject to the other terms, conditions and exclusions of this policy, would be covered by the policy but for this exclusion.