



Europäisches Patentamt
European Patent Office
Office européen des brevets



(11) **EP 1 081 624 A2**

(12) **EUROPEAN PATENT APPLICATION**

(43) Date of publication:
07.03.2001 Bulletin 2001/10

(51) Int. Cl.⁷: **G06F 17/60**

(21) Application number: **00610086.1**

(22) Date of filing: **31.08.2000**

(84) Designated Contracting States:
**AT BE CH CY DE DK ES FI FR GB GR IE IT LI LU
MC NL PT SE**
Designated Extension States:
AL LT LV MK RO SI

(30) Priority: **31.08.1999 DK 120999**

(71) Applicants:
• **Julsgaard, Leo**
3450 Allerød (DK)
• **Neerup, Morten**
3450 Allerød (DK)

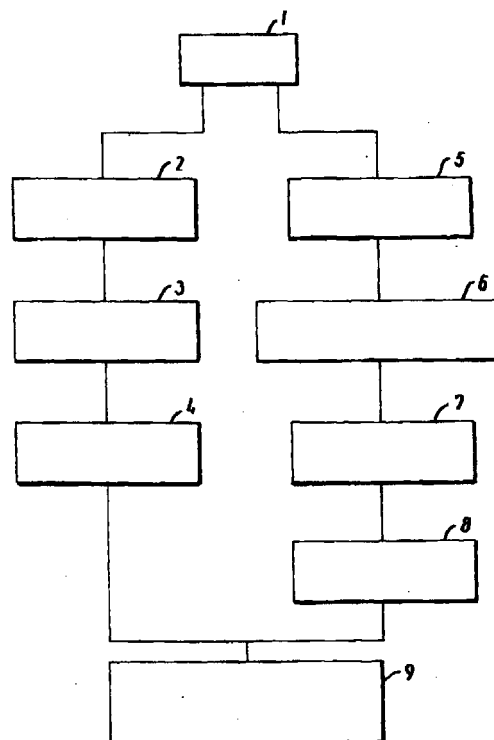
(72) Inventors:
• **Julsgaard, Leo**
3450 Allerød (DK)
• **Neerup, Morten**
3450 Allerød (DK)

(74) Representative:
Larsen, Hans Ole et al
Larsen & Birkeholm A/S,
Banegaardspladsen 1,
P.O. Box 362
1570 Copenhagen V (DK)

(54) **Method of insuring a building project, and use thereof**

(57) In order to safeguard a building project against problems caused by financial disagreements between the involved parties, i.e. owner and contractors, to the detriment of the technical implementation of the building project, the owner can take out an insurance according to the invention which provides cover against all types of damage which may arise in practice during the building work, while at the same time the insurance coverage period is extended from a period before to a period after the actual conclusion of the building project.

During such an extended period of coverage (8), the insurance can comprise all liability-incurring damages arising from fire (3), contracts (4), liability (6) and pollution (7).



EP 1 081 624 A2

Description

Background of the invention

[0001] The invention concerns a method of insuring a building project, such as new building, rebuilding and/or extensions, which insurance is entered into between owner and insurance company, and use of the method.

[0002] Building projects are normally covered by a fire insurance and contract insurance. This means that situations may arise during the building work which the owner is not insured against, and which in addition to the actual damage, may result in the building work having to be postponed or discontinued. Among other things, these will be situations where the responsibility cannot be directly placed, and where the person causing the damage possibly has his own insurance which must cover the loss.

[0003] If this is not the case, and the person responsible for the damage will not or cannot pay, the contract may have to be transferred to another party.

[0004] All this gives rise to uncertainty and additional risk of delays or discontinuation of the building work.

[0005] This situation often means that the building work cannot be carried out within an agreed period of time, and can therefore constitute a financial burden for both the owner and tenant.

The object of the invention

[0006] It is the object of the invention to improve the owner's possibility of being able to complete a building project without the above-mentioned risk of loss, and according to the invention this is achieved by a method whereby the insurance coverage comprises reliability-incurring damage caused by fire, contract as well as reliability, pollution and extended period of coverage.

[0007] In a new manner there is hereby achieved an insurance whereby as starting point the insurance covers all conceivable types of damage understood in the way that all damage, product defects and breaches of contract, which can befall an owner in a building matter, are covered by the "complete" insurance coverage disclosed by the method.

[0008] The parties involved in a building project will herewith be subject to an efficient recourse function from the part of the insurance company, the result being that the parties such as advisors and contractors will have a considerable personal interest in avoiding damages - and herewith contribute towards an increase of the responsibility and avoid errors and negligence.

[0009] The extended period of coverage is from prior to the start of the building work until after the delivery of the building. As an example, the period of coverage can be from 10 years before up until 5 years after the actual delivery date of the building.

[0010] In this manner, a building project may be completed at the time agreed upon and without the owner needing to concern himself about risk of loss caused by errors and negligence on the part of the projecting and practising advisors, contractors and suppliers, the responsibility for which could not otherwise be placed or covered by a normal insurance.

The drawing

[0011] In the following, an example of a method for insurance according to the invention will be described in more detail with reference to the drawing, which in a schematic way illustrates the different kinds of insurance coverage and their mutual relationships.

Description of an example of the method according to the invention

[0012] Hereafter, the method according to the invention will be described with reference to the individual agreements, and with reference to the drawing, where the uppermost field marked 1 indicates an agreement between owner and one or more insurance companies and/or agents.

[0013] The agreement concerning "complete" insurance coverage can comprise all new building, rebuilding and/or extensions for a given period.

[0014] The insurance part comprises the following conditions of insurance.

Mark 2 is entered into for insuring of owner and all building contractors:

Mark 3 fire insurance for building under construction

Mark 4 combined contract insurance

and for insuring of the owner and tenant, mark 5:

Mark 6 general insurance conditions including liability and rectification period and special conditions,

Mark 7 pollution coverage and

Mark 8 coverage period.

[0015] Furthermore, the agreement comprises, mark 1, the insurance amount, the degree of insurance and special stipulations, such as advisor and building contractor having taken out the normal liability insurance.

[0016] The premium for such a "complete" coverage is calculated on the basis of the contract sum.

[0017] Examples of the individual agreements, insurance conditions, will now be discussed.

Mark 3 - Fire insurance

[0018]

1. Fire insurance for building etc. which are under construction or being rebuilt. 5
2. The insurance comprises
 - the buildings existing at the place of insurance, including foundations up to a depth of one meter under the ground line or under cellar floors. 10
 - Without special declaration in the policy, the following are covered by the insurance to the extent that they belong to the policy holder. 15
 - 2a. materials, deliveries and work which are intended for inclusion in the building, and which are to be found at the building site. 20
 - 2b. fixed installations, including:
 - service pipes/lines and main panels, 25
 - power installations extending to control panels respectively motor protection,
 - lighting installations, including fixed fittings but not tubes, bulbs, neon signs and luminous signs, 30
 - 2c. fixed building accessories, fixed building parts and fixed installations of normal but not commercial character, including: 35
 - gas and water installations,
 - elevators, sanitation and sewage plant,
 - washing plants and hard white goods,
 - room temperature and room ventilation plants, 40
 - 2d. flagpoles, antenna for non-commercial use, yard surfaces, ground-water pumps, fences (not living), tower and facade clocks,
 - 2e. fixed floor coverings, including carpets which are either glued to an under layer or laid on an under layer which can not be considered to be finished flooring, 45
 - 2f. equipment for protection of the building or building sections against fire and civil defence material. 50
 - 2g. wall paintings, relief work, external decoration on the building, only for their workmanship value unless otherwise agreed,
 - 2h. garden layouts to the extent that the policy holder cannot demand the costs covered by public authorities. 55

Where plants are concerned, compensation will be made only for new planting, i.e. bushes and trees which are not more than four years old. Such compensation can at the most amount to 1% of the total insurance sum for the whole of the building or new building value, respectively. However, a minimum amount can always be awarded. This amount is regulated in accordance with a normal regulation index for house building.

Compensation is annulled if re-establishment does not take place.

2i. in agricultural buildings - fixed motors, grinders, electrical supply points, milking machines, mucking-out equipment and the like.

Articles other than those mentioned under 2a-i are co-insured only to the extent that they are specified in the policy.

3. Damage which is compensated for.

The insurance covers damage to the insured items which are caused directly by:

- 3a. fire, lightning or explosion, lightning damage includes over-voltage/induction or other electrical phenomena which arise when the lightning has struck directly down in the insured item or the buildings in which the insured items belong.
- 3b. bursting of steam boilers and autoclaves,
- 3c. crashing of aircraft or articles falling down from aircraft, though not including damage caused by conveyed explosives,
- 3d. dry-boiling of boilers which are predominantly used for room heating with a max. of 100,000 kcal/h (120 kW) firing effect,
- 3e. sooting-up which arises suddenly from prescribed fireplaces for room heating.

The insurance also covers:

- 3f. damage which in connection with an insurance event is inflicted upon the insured items by fire-fighting, demolition or other justifiable action taken to prevent or limit the events covered under the insurance,
 - 3g. insured items which get lost during an insurance event,
 - 3h. reasonable expenses for saving and storage of the insured items in connection with an insurance event,
 - 3i. expenses necessary for cleaning-up the insured items after an insurance event.
- Cleaning-up is to be understood as the removal of building remains which according to the damage assessment report cannot be reused.

For costs involved in cleaning-up, including the removal, deposition and destruction of polluted insured items, and cost of removal, deposition and destruction of extinguishing water and effects used in the damage control, there is awarded on a first-risk basis a coverage of a maximum of 20% of the buildings' insurance sum or insurance value, respectively, with a possible maximum amount. However, there can always be awarded a minimum amount per damage event. The amounts are regulated in accordance with a normal regulation index for house building.

The insurance does not cover:

cleaning of earth,
pollution following damage which is not entitled to coverage,
pollution following seepage damage,
pollution resulting from old underground depots.

Pollution coverage is provided on the condition that public authorities make demands concerning cleaning-up etc. by virtue of existing legislation.

4. Damage which is not compensated for:

The insurance does not cover:

4a. damage which cannot be considered as fire, e.g. scorching, charring, overheating and melting.
4b. damage by short-circuiting or by other purely electrical phenomena to electrical or electronic material of any kind, including damage to associated insulation materials,
4c. operating losses or other indirect losses.

Moreover, compensation is not awarded for damage or the spreading of damage which is caused directly or indirectly by or is connected with the following:

4d. earthquake or other natural disturbances,
4e. war, war-like situations, uprising or civil unrest.
4f. atomic nuclear reactions, e.g. nuclear splitting (fission), nuclear melting-down (fusion) and radioactive fallout, regardless of whether such damage arises during wartime or peacetime. However, damage caused by nuclear reactions used for ordinary industrial or scientific purposes are compensated for, providing that the use is in accordance with regulations and is not associated with reactor or accelerator operation.

5. Final insurance.

The insurance applies until final insurance is

taken out for the buildings upon conclusion of the building work.

The company must be informed immediately when the buildings are taken into use, the rebuilding is concluded or the test-running of operating equipment is commenced.

6. Notification of fire damage.

When damage arises for which the policy holder will claim compensation from the company, he must to his best ability attempt to limit its extent, just as the company is entitled to take steps with this in view. Moreover, the policy holder must inform the company of the damage as soon as possible.

7. Compensation.

In the event of total damage to a sum-insured building, the compensation is set at the insurance sum for the building, though at the most to the building's insurance value. In the event of partial damage, the compensation is set at the amount which will be involved in the restoration of the damaged object in the same manner of building and in the same place, but with deduction for value deterioration due to wear and age. If under-insurance exists, the compensation is reduced in proportion between the insurance sum and the insurance value.

The value of usable remains is deducted from the compensation.

In the determination of compensation, under no circumstances can use be made of prices for more expensive materials than in the burned-down or fire-damaged building, and at the highest prices for materials and building methods which are general at the time of restoration. Damage of a cosmetic nature, and colour differences between compensated items and the rest are not compensated for.

8. Mortgagees' interest

If the insurance expires without a policy for final insurance being issued, or the insurance coverage is reduced, or the company's compensation liability is brought to an end because of a deficiency of premium payments, this will not have legal effect for any mortgagees who have registered mortgage in the insured property until 14 days after they have received notification concerning this from the company.

Mark 4 - Combined contract insurance

[0019] All-risks insurance of the contract

1. Extent of the insurance.

1.1 With the exceptions stated below and on the conditions stipulated in the policy, the insur-

ance covers physical loss of and damage to the insured items in unforeseen events.

1.2 The company's liability is limited to the insurance sum declared in the text of the policy, with deduction of the stated excess. 5

1.3 The insurance sum shall correspond to the stated total contract sum, and under-insurance exists if the contract sum is higher than the insurance sum. 10

2. Insured items

2.1 The insurance covers the contract as described in the policy text, including materials which are intended to form part of the finished construction, and provisional work for use in the completion of the contract. 15

2.2 The insurance covers on the stated work site or during inland transport hereto.

2.3 By the taking out of a supplementary insurance, the insurance can be extended to include: 20

Contractors' materials, machines, sheds, tools, stores and all other effects which either belong to the policy holder or for which he bears the risk, all to the extent that they are brought to the work site for implementation of the contract, though with the exceptions stated below and on the stipulated conditions, and up to the insurance sums declared in the policy with deduction of the stated excess. 25 30

3. Exceptions 35

The insurance does not cover:

3.1 Loss and damage by fire, lightning and explosion, and other insurance events which are coverable by a customary fire insurance. 40

3.2 Loss and damage to

- a) marine vessels and aircraft,
- b) motor-driven vehicles, except when these are used at the work site as working equipment and are not covered under motor vehicle insurance,
- c) ready cash and money representatives. 45

3.3 Normal rectification of deficiencies or errors. 50

3.4 Loss and damage due to wear, gradual deterioration, mechanical or electrical disturbances or faulty workmanship, faulty materials or faulty implementation of projecting, calculation or construction. 55

This exception is limited to that part of the work object or the items on which damage is inflicted

directly, but does not concern other parts of the work project and items which are damaged as secondary consequence of the primary damage.

3.5 Damage to work objects after these have been taken over or taken into use by the owner. After the delivery, however, during the guarantee period the insurance continues to cover the damages to the work object stated in the policy, but only to the extent there is an obligation to rectify such damages in accordance with the contract agreement.

This extension exclusively covers the following:

- a) damage to the insured work objects which arises in the guarantee period, solely as a result of causes arising at the building site during the implementation of the contract,
- b) damage to the insured work objects in the guarantee period as a result of errors or negligence by the policy holder in connection with the rectification of deficiencies which have arisen during the implementation of the contract.

3.6 Fines for delays, deficient completion or lack of observance of the conditions of the contract agreement.

3.7 Operating losses and earnings of any kind or other indirect consequential damages, including loss of interest.

3.8 Losses which are shown by deficits when such losses are ascertained only in the drawing-up of accounts or stockholding.

3.9 Damage for which suppliers or haulage contractors is responsible according to the contract or legislation.

3.10 Losses of insured articles or parts thereof as a result of theft, or which have disappeared from the insurance site in another manner, unless the policy holder can attribute the loss to a certain event about which the company has been immediately informed.

3.11 The insurance does not cover the following unless special agreements have been entered into:

- 3.11.1 test running,
- 3.11.2 adjoining buildings or installations,
- 3.11.3 the policy holder's plant and material,
- 3.11.4 compensation liability of any kind (though see section III).

3.12 Losses or damage which arise after the expiry of the rectification period.

3.13 Losses or damage which are reported more than 1 month after the expiry of the insurance period.

3.14 If a supplementary insurance for contractors' materials etc. has not been taken out in accordance with point 2.3, the insurance does not cover the loss of or damage to contractors' materials, this hereby to be understood as all items which are fabricated or normally procured for use in more than one contract, and which are thus not included with the full value in the total contract sum.

4. Insurance period

4.1 The insurance is valid from the date on which it comes into force and until the building is taken into use or the handing-over has taken place, though never longer than the building period specified in the policy.

4.2 The insurance can be extended to cover the rectification period.

5. Place of insurance

5.1 The insurance covers the place of insurance specified in the policy.

6. The insured parties

6.1 Unless otherwise agreed, the insured parties are the owner, contractors and their subcontractors.

II All-risks insurance of the owner's existing buildings and building installations.

[0020]

7. Extent of the insurance

7.1 The insurance covers physical loss of and damage to the insured articles in unforeseen events, providing that the policy holder can establish that the loss or damage is a direct result of the physical implementation of the contract.

7.2 The insurance coverage is limited by the exceptions set out below, and coverage is provided on the conditions specified in the policy.

7.3 The company's liability is limited to the insurance sum specified in the text of the policy under the same insurance event or series of insurance events which stem from the same event, with deduction of the specified excess.

8. Insured items

8.1 The insurance covers buildings and building installations which belong to the owner, or for which he carries the risk.

9. Exceptions

The insurance does not cover:

9.1 Machines, inventory and other movable items, including software and stock.

9.2 Constructions and plants which are a part of the contract, including owner's deliveries.

9.3 Losses and damage to the items which arise as a direct result of negligent handling or processing of such items.

9.4 Losses and damage which arise because the implementation is in contravention of public regulations, or that in the planning of the work defensible measures have not been taken against damage by the implementation of security arrangements, including covering and bracing. Covering and bracing shall be adapted for the character of the work, the existing building and the period in which the contract is implemented.

9.5 Losses and damage during insurance events which are covered by the normal insurance against building damages.

9.6 Losses and damage due to fire and explosion.

9.7 Losses and damage due to theft and vandalism.

9.8 Operating losses or other indirect losses of any kind, including loss of interest.

9.9 Losses or damage reported later than 1 month after the contract has been handed over to the owner or taken into use.

III Third-party insurance

[0021]

10. The extent of the insurance

10.1 The insurance covers the owner's compensation liability for injuries/damage inflicted on persons and things as a direct result of the physical implementation of the contract described in the policy.

10.2 The insurance also covers the contractor's compensation liability if he is named as the insured against damage caused to things by

- temporary lowering of the ground water
- ramming and the vibrating-down of piles and bungs
- pulling-up and vibrating-up of piles and bungs
- under-building and under-casting

- bracing work
- exploding work

in connection with the implementation of the project.

10.3 Coverage of the contractor's and owners compensation liability for damage occurring during the work described under point 10.2 is conditional upon the company being made aware in writing at the time that the policy is taken out that such work must be carried out, and that the contractor has the necessary permits for carrying out the work.

10.4 The insurance also covers the liability for damage-causing consequences which arise after the expiry of the insurance period, providing that they are due to errors or omissions committed in the implementation period without the involvement of errors or omissions committed later, though only for such damages which are reported in writing to the company 1 year at the latest after the expiry of the insurance period.

11. Insurance sum

11.1 The policy's insurance sum forms the highest limit for the company's obligation, regardless of whether the liability rests on several of the insured parties.

11.2 If the third-party insurance covers several insured parties, it is valid for each these in the same way as if a separate policy had been issued for each of the insured, though without the policy's insurance sum with the same insurance event or series of insurance events which stem from the same occurrence being herewith increased.

11.3 The costs incurred with the approval of the company in the settlement of the question of compensation, and interests on imposed compensation amounts which shall be paid by the company, are defrayed by the company even though the insurance sum is hereby exceeded.

12. Exceptions

The insurance does not cover liability

12.1 if, by agreement or in another manner, the insured party has incurred a liability more extensive than in accordance with the general rules of Danish legislation concerning compensation liability outside contractual obligations,
12.2 for damage caused deliberately by the insured or during self-caused intoxication,
12.3 for damage caused by dogs or by the use of aircraft or marine vessels,
12.4 for damage to things which the insured

has borrowed, rented, has stored, for use, for conveyance, or which for other reasons are to be found in the care of any of the insured parties, or which any of the insured parties have taken possession of,

12.5 for damage to the work object itself or parts thereof or operating losses as a result of such damage, nor for losses which are caused by the work object or parts thereof not fulfilling its purpose or in any other way are not contractual.

12.6 for damage incurred by the use of motor-driven vehicles, including self-propelled working equipment. However, this exception does not apply to liability for damage caused by self-propelled working equipment when this is used as a work tool on the work site, and when the liability is not covered by existing legislation concerning damages caused by motor vehicles.

12.7 which is or would be covered by industrial third-party insurance under normal conditions, with currently valid insurance sums (minimum 5 million DKK for personal injury and minimum 2 million DKK for damage to things),

12.8 for damage as a result of a permanent ground water lowering,

12.9 for damages which in accordance with legislation shall be covered by compulsory third-party insurance,

12.10 for damage reported to the company later than 1 year after the expiry of the insurance period.

The company must be informed in writing.

13. Measures to be taken to avoid damage

13.1 If immediate danger arises that damage will be incurred, the policy holder is obliged to take all necessary measures to avert the danger.

IV Common conditions

45 [0022]

14. The insured party

14.1 Under each insurance section, the insurance covers those who in the policy text are named as the insured.

15. Damages which are not compensated for

15.1 The insurance does not include damage or spreading of such damage, respectively liability for damage or spreading of such damage, which occur as a direct or indirect result of

earthquake, cyclones, tornadoes, volcanic eruption, other natural disturbances, war, war-like operations, violations of neutrality, measures for protection against such, civil war, uprising or civil unrest, and damage which directly or indirectly are caused by or are connected with atomic nuclear reactions, e.g. nuclear splitting (fission), nuclear melting (fusion) and radioactive fallout, regardless of whether such damage arises in wartime or times of peace.

If damage arises under circumstances such that this can be a direct or indirect result of such conditions or circumstances as dealt with above, the damage is not covered by the insurance unless the policy holder can substantiate that the damage is not due to such conditions or circumstances.

However, damage which arises due to nuclear reactions used for normal industrial, medicinal or scientific purposes are compensated for providing that the use is in accordance with regulations and not in connection with reactor or accelerator operation.

16. Regulation of the contract sum

16.1 If the contract agreement prescribes that the contract sum is regulated in accordance with price increases or price reductions which have occurred, the policy holder must inform the company when such price increases or reductions have taken place, and in agreement herewith the insurance sum will then be increased or reduced with payment or refunding respectively of pro rata premiums for the rest of the insurance period.

16.2 If during the work or at its conclusion is proves that the overall contract sum, for reasons other than price increases, exceeds the contract sum which forms the basis for the calculation of the premium, the company must be informed thereof and the policy holder is then obliged to pay a supplementary pro rata premium.

17. Alteration of the risk

17.1 The policy holder shall inform the company immediately

- if changes are made in the declared methods of work for the contract, or
- if the work is stopped completely, so that the work site is abandoned for periods longer than 1 week,

so that the company can make a decision con-

cerning the extent to which the insurance can continue and on what conditions.

18. Supervision

18.1 All machines and remaining parts which are subject to public supervision or approval shall comply with the rules prescribed in this respect, and it is the responsibility of the policy holder or his authorised agent to ensure that such rules are complied with.

19. Increase of the insurance sum after damages

19.1 After damages have occurred, the policy's insurance sums remain unchanged, but the policy holder is obliged to pay a pro rata supplementary premium calculated on the basis of the compensation sum from the day of the damage to the expiry of the insurance period.

20. Damage report

20.0.1 The policy holder shall without delay in writing inform the company of any damage which may be assumed to be covered under the insurance, and to provide all information and extend any support which is reasonably practicable.

20.0.2 If damages are repaired before the company has had the possibility of inspecting the damaged items, the right to compensation is lost unless the policy holder can substantiate the extent and cause of the damage, and that it is covered by the insurance.

20.1 Theft report

20.1.1 Where damage due to theft is concerned, the company's compensation liability is conditional upon the policy holder having reported the matter to the police at the latest 24 hours after having learned of the damage.

20.2 Notice of compensation claim

20.2.1 As soon as the policy holder learns or may assume that a compensation claim will be made against him which may be assumed to be covered by the insurance, he shall immediately inform the company thereof in writing and permit the company or its lawyers to take care of his interests.

20.2.2 If, without acquiring the consent of the company, he pays compensation or approves a compensation claim

which has been made, this is not binding for the company unless it can be considered as substantiated that by paying or approving the claim, he has only fulfilled his judicial obligation. 5

20.2.3 When the policy holder's compensation obligation has been determined, and the amount of compensation has been decided, the company immediately pays the compensation to the claimant unless he has already been indemnified by the policy holder. Only in the latter case can the policy holder's creditors acquire any right to the compensation. 10 15

20.2.4 If the company has declared itself willing to settle a case amicably, but this is prevented by the policy holder, the company is exempt from any costs which are incurred for this reason. 20

21. Excess

22.1 The agreed amount of excess shall be deducted in all cases of damage to things. If the damages are a result of several independent events, the excess applies for each of these, even though the various damages are discovered and/or rectified at the same time. 25 30

22. Damage assessment

22.0.1 Damages are summed up as the normal costs involved in necessary replacement or restoration of damaged articles to that condition in which they existed immediately before the damage occurred. 35

22.0.2 The following are included in the assessment: 40

Costs of materials, wages, material effects and other necessary services in accordance with normal tariffs.
Normal profit for the restoring contractor. 45
Additional expenditure for necessary architect and engineer fees.
Clearing-up of damaged items and transport hereof to the nearest refuse depot. 50

22.0.3 The following are deducted from the assessment:

Costs of temporary repair, unless these costs give rise to a corresponding reduction in the costs involved in final repair. 55
The value of damaged items which can be reused.

Additional costs of overtime, night work or holiday work, air or express freight or other extraordinary charges.

Additional costs involved in the use of materials of other qualities or alterations in construction as a result of damage.

The policy holder's costs for security measures, if the cause and the extent of the damage can be attributed to the fact that such measures were deficient or inadequate before the damage occurred.

22.1 Calculation of compensation for total damage

22.1.1 Providing that the damage is not rectified by repair, the loss is calculated as the difference between the rebuilding value of the damaged items immediately before the damage occurred, and their value after the damage.

22.1.2 The difference between the rebuilding value and the part of the compensation that corresponds to the current value is not paid until the damaged items have been restored or re-established and insured in what the company considers to be a reassuring manner.

22.2 Under insurance

22.2.1 If, in the case of damage, it proves that the actual contract sum is higher than 125% of the insurance sum, under insurance exists, and the damage is compensated for in a pro rata manner only. If the policy contains more than 1 position, each individual position is handled as an independent insurance.

The excess amount is deducted in full from the compensation amount to be paid by the company, calculated in accordance with the above-mentioned rule.

22.3 Changes after damage

22.3.1 The use of materials of qualities other than the original qualities, or changes in construction in connection with a damaged item, must only take place with the consent of the company.

23. Security measures

23.1 After damage has occurred, the company has the right with 1 week's notice after the damage has been reported to give instructions concerning security measures which shall be observed in order to prevent or limit corresponding damages. 5

24. Prevention of damage

24.1 The policy holder shall take all reasonable precautions to prevent damage and, in cases of damage which is covered by this policy, take such precautions which are necessary for limiting the loss after agreement with the company and at the company's expense. 10 15

25. Conclusion of the work

25.1 After the business of handing-over has been concluded, the company shall be informed of this immediately. 20

26 Premium payment

26.1 The premium falls due for payment upon the insurance coming into force. Demands concerning payments are sent to or delivered to the payment address stated by the policy holder. 25

26.2 Possible later premiums with reference to 30.1 and 31.1 fall due upon demand. 30

26.3 If the payment address is changed, the company shall be informed immediately.

26.4 If the premium is not paid after the first demand, the company sends a renewed written reminder concerning premium payment to the policy holder at the payment address. 35

26.5 This reminder will contain information concerning the legal effect of the premium not having been paid upon expiry of the time limit stated in the reminder. 40

26.6 Such a reminder is to be sent 14 days at the earliest after the first demand. If the payment is not made within 14 days of the reminder, the company's insurance obligation is annulled. In addition to the premium, the company has the right to demand collection fees. 45

27. Supplementary premium and conditions for extension of the building and installation period. 50

27.1 The policy holder shall inform the company immediately if the handing-over of the project is delayed beyond the expiry date which is specified in the policy. 55

27.2 Extension of the insurance can take place against payment of supplementary premiums

and possibly changed conditions.

27.3 If the insurance is not extended to when handing-over takes place, the rectification period coverage is limited to damages caused by the contractor in carrying out rectification work.

28. Obsolescence

28.1 After the company has refused in writing to pay compensation, the policy holder loses the right to compensation if he does not institute proceedings within 6 months.

29. Termination

29.1 The insurance can be terminated by either of the parties with one month's notice in writing.

29.2 Moreover, the insurance can be terminated with 14 days' notice by either of the parties up until one month after the conclusion of damage or after a claim for compensation has been rejected.

30. Insurance sum

30.1 The insurance sum shall correspond to the full value of the contract upon conclusion of the building/erection work, including owner's deliveries and constructions and installations which form part of the contract. In the event of an increase in the insurance sum, the company shall be informed immediately.

31. Premium regulation

31.1 As soon as possible after completion of the contract, the policy holder shall inform the company of the total value of the contract such as this has finally been calculated.

31.2 If this amount exceeds the declared contract sum on which the premium is calculated, a pro rata supplementary premium shall be paid to the company.

32. Inspection

32.1 The company has the right to allow the insurance site to be inspected.

33. Insurance elsewhere

33.1 If it is stipulated in other insurance agreements which cover the same risk that liability is annulled or is limited if insurance has been or will be taken out elsewhere, the present insurance is valid with the same reservations.

33.2 The basis for the insurance includes that

the insured contractor(s) has taken out normal industrial public liability insurance during the insurance period.

33.3 The insurance cover is subsidiary in relation to the liability insurance, and the policy holder is obliged to present documentation that the liability-incurring conditions are not embraced by the public liability insurance. 5

33.4 If such other liability insurance covers damage which has occurred, this other liability insurance party shall be informed, and claims can be raised with reference to the present policy only if the coverage by this other insurance is not adequate. 10

33.5 Excess in the policy holder's primary liability insurance is not covered by this policy. 15

33.6 The company abstains from recourse against persons causing damages which are declared as insured in the section concerning coverage, for amounts which exceed the insurance sum in the public liability insurance and/or product liability insurance held by the person responsible for the damage. 20

34. Arbitration 25

34.1 If agreement cannot be reached concerning compensation in the drawing up of the damage statement, both the policy holder and the company have the right to demand that the damages be determined by impartial claims assessors. 30

The company's main office shall be informed of this within 14 days after conclusion of the statement. The company can call for arbitration within the same time limit and within 14 days after the company has received particulars concerning the result of the statement or concerning the result of police prosecution. 35

34.2 In the event of arbitration, each of the parties will select 1 claims assessor who has not participated in the original evaluation. If one of the parties has not made a selection within 8 days after having been requested to do so, the second party can select both of the claims assessors. Before proceedings are commenced, these will select a technically competent arbitrator. If this selection cannot be agreed upon, he shall be appointed by the judge in civil cases in the jurisdiction in which the site of the damage is situated. The claims assessors are to draw up the damage statement in precise agreement with the conditions of the policy, and submit a written report concerning calculation of the loss. The claims assessors do not have the right to make a decision concerning the question of the degree to which the damage is entitled to be covered. 50 55

The arbitrator participates only if the claims assessors cannot agree concerning the damage statement, and will then determine the compensation within the limits of the claims assessors' evaluation and in precise agreement with the conditions of the policy.

The decision reached by arbitration is final and binding for the parties.

34.3 Each of the parties pays his assessor, while the arbitrator's fees are to be divided in equal parts.

In the above-mentioned proceedings, both the claimant as well as the company have the right to be represented by others in addition to the selected assessors.

35. Legislation

35.1 The provisions in the Insurance Contracts Act are also valid for the insurance, providing that deviations from these are not made in the conditions in this policy.

In addition to the above, there is a combined contract insurance which is an extension of the All Risk insurance dealt with under I and II and the contract insurance dealt with under III in the following.

The extended contract insurance concerns partly an extension of the insurance period, which is from before the actual building object is handed over, and a rectification period of up to 5 years after the so-called handing-over proceedings.

Furthermore, the extended contract insurance deals with a determination of the insurance sum, the extent of the coverage and excess.

I. All risk insurance

Insured objects:

[0023]

A. All of the work which the contract comprises, whether these be permanent or temporary, including materials used for this purpose or materials which shall be used for this purpose, which is the policy holder's property, or for which the policy holder bears the risk, while they are to be found on the work site or during transit inland by road, water or air.

B. The contractor's material, cf. attached specification.

II All risk insurance

Insured objects.

[0024]

Existing buildings and installations on the building site or neighbouring property which belongs to the policy holder. The insurance coverage is on first-risk insurance conditions.

Excess:

[0025]

Point IA: ... DKK
Point IB: ... DKK
Point II: ... DKK

Insured parties:

[0026]

Point IA: Owner with all contractors and sub-contractors.
Point IB: None
Point II: None

Special conditions:

[0027] Materials intended for inclusion in the building contract shall be held securely isolated from the public when the building site/insurance site is left after the end of working hours, at week-ends and at holidays or for longer periods.

[0028] The contractors are familiar with the positions of public service networks/installations around the work site, and will carry out the necessary markings-out.

[0029] The main contractor carries out and continuously ensures necessary and visible cordoning-off of the building site and the individual work sites.

[0030] Where bracing and supporting work is to be carried out, the contractors shall comply with directions and standards. If such directions and standards do not exist, the work shall be carried out in accordance with good workmanship traditions.

[0031] Damage to the work object as a result of changes in the basis of the original contract entered into by owner and main and sub-contractors is not covered unless the changes have been accepted by the general fire insurance.

[0032] The insurance does not cover contractor's material/personal effects.

The insurance does not cover damage to scaffolding.
The insurance does not cover damage to external covering surfaces, fences etc. and outdoor layouts.
The insurance does not cover loss or damage which

may reasonably be foreseen to arise with regard to the work and the methods for the implementation of the work.

The insurance does not cover damage caused by the lowering of the ground water, bunting, pile-driving, under-building or the use of explosives.

The insurance does not cover damage to glass windows, such as breakage, scratches, splintering, nor puncturing of or leaks in the assembly of double-glazed windows.

Eternit and asbestos work shall be effected in accordance with existing and prescribed regulations.

III Contract liability insurance

[0033] The company's liability is limited to ... DKK for the same insurance event or series of insurance events which stem from the same incident, with deduction of the stipulated excess.

Excess: ... DKK per damage for each building or thing belonging to a third party.

Insured party: The owner

Special conditions:

[0034] Liability insurance comprises the owner's compensation liability for injury/damage to persons or things, including neighbouring and opposite properties as a result of:

a. implementation of the contract

[0035] The insurance does not cover damage consisting of crack formations and setting of foundations, walls and other building constructions and sewage installations which are due to inadequate founding and piling of the surrounding and opposite properties belonging to third parties

[0036] The liability insurance does not include the compensation liability of the policy holder for damage to third-party property by bunting, pile-driving/ramming, lowering of ground water, no matter whether this is temporary or permanent, under-building, under-casting, bracing, demolition and breaking-down work and the use of explosives.

Mark 6 - General conditions of insurance

[0037] General conditions of insurance in connection with existing legislation on insurance agreements apply to this insurance provided that they are not departed from in the general and special conditions of insurance stipulated in this policy.

I. ALL RISKS INSURANCE

[0038]

1. What the insurance covers. 5
 - 1.0 The insurance covers the work object, the materials which are included or are intended to be included in the work object, and the temporary plant which is used for the implementation of the contract stated in the policy, against loss and damage of whatever cause which is ascertained while the insured items are situated on the or those work sites comprising the contract, owner's deliveries in stock and during transport with point of departure in DK, though with the exception of the cases mentioned below, and with deduction of the excess stipulated in the policy. 10
 - 1.1 The insurance also covers the owner's existing buildings and plant for damages which are a direct result of the contract work. 15
2. What the insurance does not cover. 20

The insurance does not cover:

 - 2.1 damage due to causes which justify compensation under fire insurance, 20
 - 2.2 loss or damage of contractor's material, machinery, sheds, tools, scaffolding, stores etc., unless it appears expressly from the policy that such items are co-insured. 25
 - 2.3 loss of or damage to currency, currency representatives, securities, postage stamps and other stamps of value, 25
 - 2.4 loss of or damage to models and drawings over and above their reproduction value, 30
 - 2.5 loss or damage which is due solely to wear, gradual deterioration in general is included. This exception concerns only that part of the work object which is affected directly by the damage, but not other parts of the work object or items which are damaged as secondary consequence of the primary damage, 35
 - 2.6 loss or damage of existing building parts/constructions intended for replacement, 40
 - 2.7 loss or damage as a result of bunting, lowering of ground water and explosion work, unless this is especially agreed. 45
 - 2.8 loss or damage which is due wholly or partly to stoppage of the work when the owner is directly responsible for this, or if the direct 50

cause is strike, lockout or due to the weather,
 2.9 loss or damage which shows itself by deficiency, when such loss can be ascertained only by a drawing-up of accounts or stocktaking,
 2.10 loss or damage of those parts or units of the work object which are hand-over or taken into use when the damage is covered by general building insurance,
 2.11 loss or damage which is due to expired lifetime.

3. Rectification period

If a rectification period is included in the policy, during this rectification period and on the general and special conditions of the policy, the policy covers loss of or damage to the insured items while they are to be found on the contract area and which arises as a result of:

- 3.1 damage caused before handing-over, but first ascertained within the rectification period,
- 3.2 damage arising during the rectification of errors and deficiencies.

4. Compensation

- 4.1 In any insurance event, the company's compensation liability is limited to the insurance sum with the deduction of the excess such as this is stated in the policy.

II PUBLIC LIABILITY INSURANCE

[0039] Liability is co-insured only providing that this appears in the policy.

5. What the insurance covers

- 5.1 The insurance covers the compensation liability incurred by the policy holder for damage to things during implementation of the contract described in the policy.
- 5.2 The insurance also covers the compensation liability incurred by the owner for injury to persons.
- 5.3 The insurance also covers liability for damage-causing consequences after the expiry of the insurance period, providing that these are due to errors or omissions committed in the insurance period without involvement of errors or omissions committed later, though only for such damages which are reported in writing to the company within one year at the latest after the expiry of the insurance period.
- 5.4 The insurance sum according to the policy forms the highest limit for the company's obligation, regardless of whether the liability rests on several of the insured parties.

5.5 If the liability insurance covers several insured parties, it is valid for each of these in the same way as if a separate policy had been issued for each of the parties, though without the policy's insurance sum for the same insurance event or series of insurance events which stem from the same event being increased hereby. 5

5.6 The costs incurred with the company's approval in the question of compensation settlement, and interest on the imposed compensation amount which is to be paid by the company, will be defrayed by the company even though the insurance sum is hereby exceeded. 10 15

5. What the insurance does not cover Liability,

6.1 as a consequence of the insured party, by agreement or in another manner, having incurred further liability than in accordance with the general rules of Danish legislation concerning compensation liability outside contractual conditions, 20

6.2 as a result of bunting, lowering of ground water and explosion work, unless this is distinctly agreed. Local lowering of the water level in connection with the holding dry of moulding/casting boxes is not considered to constitute the lowering of ground water. 25 30

6.3 for damage caused by dogs or by use of aircraft or marine vessels,

6.4 for damage to things which the policy holder has on loan, for hire, for storage, at disposal, for conveyance or which any of the insured parties have taken possession of. 35 40

6.5 for damage to the work object itself or parts thereof, nor for loss due to the work project or parts thereof not fulfilling its purpose or which in any other way is not contractual. 40

6.6 for damage caused by use of motor-driven vehicles, including self-propelled working equipment. However, this exception does not apply to liability for damage caused by self-propelled working equipment when this is used as a work tool on the work site, and when the liability is not covered by existing legislation concerning damage caused by motor vehicles. 45

6.7 professional liability, 50

6.8 which is or would be covered under normal commercial liability insurance.

27 III COMMON CONDITIONS

[0040] 55

7. War damage, earthquake and nuclear damage etc.

7.1 The insurance does not cover damage or the spreading of such damage which arises as a direct or indirect result of earthquake, other natural disturbances, war, war-like operations, violations of neutrality, arrangements for the protection against such, civil war, uprising or civil unrest, blockade and damage which is caused directly or indirectly by or is connected with nuclear reactions, e.g. nuclear splitting (fission), nuclear melting (fusion) and radioactive fallout, no matter whether such damage arises in wartime or in times of peace.

7.2 Providing that an otherwise compensation-justified damage is caused or is increased by nuclear reactions used for normal industrial, medicinal or scientific purposes, and the use hereof has been in accordance with regulations and has not stood in connection with reactor or accelerator operation, it will be compensated for unless the damage has arisen directly or indirectly as a result of the conditions included under point 7.1.

7.3 The burden of proof that damage which has arisen is not a result of the conditions dealt with under point 7.1, rests on the policy holder.

8. Changes in risk

8.1 If, during the period of insurance, changes are made in the risk described in the policy, and in the methods of work and working procedures as declared in the taking-out of the insurance, even though the change is only temporary, the company shall be informed of this immediately, so that the company can decide whether and on what conditions the insurance can continue.

9. Handing-over of the contract

9.1 Immediately after the handing-over proceedings, the policy holder is obliged to inform the company concerning the time of the handing-over.

10. Premium regulation

10.1 The premium is regulated if the contract sum upon conclusion of the contract exceeds the sum declared by more than 5% over and above index regulation.

11. Conditions in cases of damage

11.1 Cases of damage which have occurred must be reported without delay to the company and, if theft or other crime is involved, also to the police.

11.2 The insured party shall to the widest pos-

sible extent seek to avert and to limit the extent of the damage, and secure proof of the cause of the damage.

11.3 During negotiations, the policy holder must not without the company's approval pay, endorse or reject claims which are desired to be covered by this policy. 5

11.4 The company has the right to represent the insured party against claimants.

11.5 If the company has declared itself willing to settle a case amicably, but this is prevented by the policy holder, the company is exempt from any costs which thereafter arise for this reason. 10

12. Excess 15

12.1 In each case of damage, the excess stipulated on the front page of the policy is deducted from the compensation amount. 20

12.2 If damage has occurred in several events which are independent of one another, the excess applies for each of these, even though the damages are ascertained at the same time. 25

13. Inspection 25

13.1 The company has the right to allow the place of insurance be inspected at any time. 30

14. Coverage from another side 30

14.1 If other insurance has been taken out with the same risk, the present policy provides subsidiary coverage. 35

14.2 Building damages which can be compensated for by The Danish Building Defects Fund and The Danish National Building Fund are not covered by this policy. 40

15. Payment of premiums etc 40

15.1 Premiums fall due for payment at the latest when the insurance comes into force, and later premiums fall due for payment on the day of payment stipulated in the policy. 45

15.2 In connection with the collection and payment of premiums, the company has the right to claim normal postage or corresponding fees. 50

15.3 The reminder will be sent at the earliest 14 days after the day due for payment. This reminder includes information concerning the annulment of the insurance coverage if the premium is not paid 14 days at the latest after the date of the reminder. 55

16. Arbitration

16.1 If agreement cannot be reached concerning compensation in the drawing up of the damage statement, both the policy holder and the company have the right to demand that the damages be determined by an impartial claims assessor. The company's main office shall be informed of this within 14 days after conclusion of the statement. The company can call for arbitration within the same time limit and within 14 days after the company has received particulars concerning the result of the statement or concerning the result of police prosecution.

16.2 In the event of arbitration, each of the parties will select 1 claims assessor who has not participated in the original evaluation. If one of the parties has not made a selection within 8 days after having been requested to do so, the second party can select both of the loss assessors. Before proceedings are commenced, these will select a technically competent arbitrator. If this selection cannot be agreed upon, he shall be appointed by the judge in civil cases in the jurisdiction in which the site of the damage is situated. The claims assessors are to draw up the damage statement in precise agreement with the conditions of the policy, and submit a written report concerning calculation of the loss. The loss assessors do not have the right to make a decision concerning the question of the degree to which the damage is entitled to be covered.

The arbitrator intervenes only if the assessors cannot reach agreement concerning the decision, and will then determine the compensation within the limits of the assessors' evaluation and in precise accordance with the provisions of the policy.

The decision reached by arbitration is final and binding for the parties.

16.3 Each of the parties is to pay their claims assessor, while the fees for the arbitrator are to be shared in equal parts.

During the above-mentioned proceedings, both the claimant and the company have the right to let themselves be represented by others in addition to the selected assessors.

17. Recourse

17.1 The company reserves the right to seek recourse against persons causing damage, unless they are insured by the policy.

[0041] In addition to this, there are special conditions:

1. It is a condition for the coverage of theft that the following security precautions are taken.

The security measures also apply for the owner's deliveries in stock.

For the following materials and articles, it is a condition that these are stored in steel containers.

The steel containers shall be locked with an approved locking bar (Skafor Red Class).

- hard white goods, including refrigerators, freezers, cooking plates, cookers, dish-washing machines, ovens, micro-ovens, washing machines and dry tumblers. 10
- furniture, including kitchen furniture, wardrobes, 15
- plumbing materials, installations, fittings, sanitary equipment (e.g. water closets, bathtubs), 15
- electrical materials, including fixtures and lighting, 15
- floor coverings and carpets, 20
- electronic equipment, plant and materials. 20

Alternatively, these articles can be stored in a room locked with at least one lock in the building covered by the insurance.

Moreover, it is a condition that all of the outside doors of the building are locked with at least 1 solid, pick-free lock, and that all windows and doors are mounted with glass. Other outside openings shall be securely and robustly closed/covered with wooden plates of min. 20mm thickness on solid frames. 30

Where damage arising from theft is concerned, the company's compensation liability is conditional upon the policy holder also notifying the police concerning this at the latest 24 hours after having become aware of the damage. 35

2.

On the conditions of the All Risk insurance, the insurance also covers household effects in the tenants'/residents dwellings in the event of damage (including fire) which is a direct result of the contract work. 40

The same household effects are also covered against simple theft and vandalism in connection herewith in periods in which the main and sub-contractors' employees have access to the dwellings. 45

The insurance does not cover damage for which compensation can be obtained through a household contents insurance taken out by the individual tenant(s)/ householder(s). 50

3.

The policy holder is obliged to allow existing cracks and damages in the buildings to be registered and photographed before the work covered by the insurance is begun. 55

Mark 7 - Pollution coverage

[0042]

1. The insurance comprises

1.1 Costs incurred in the cleaning of earth and for cleaning of existing properties at the site which arise for reason of pollution ascertained in the insurance period.

1.2 Coverage includes costs involved in clearing and cleaning-up, digging-up, deposition, removal and destruction of earth and materials from existing property.

1.3 In addition, coverage is provided for costs of re-establishing of the above-mentioned and costs necessary for the determination of the extent of the pollution.

2. Exceptions and limitations

2.1 Coverage is conditional upon the public authorities having made or can make demands in accordance with existing legislation concerning the cleaning-up etc.

2.2 Pollution which the owner was informed about before acquisition of the property is not covered.

2.3 Costs in connection with the cleaning of surface pollution are not covered. Surface pollution is pollution in vegetation and ground surface and on existing buildings which stems solely from air- and precipitation-pollution, including pollution from road traffic.

2.4 It is a condition for the coverage that normal pollution analyses are carried out before the property purchase, where the seller renounces reliability.

3. Insurance sum and excess

3.1 For each case of damage, the insurance company's maximum liability is the insurance sum stated in the policy with the deduction of the excess amount stipulated in the policy.

3.2 Several cases of pollution which originate for the same source of pollution are considered to be a single case of damage, regardless of whether the extent of the pollution is ascertained on different occasions.

Mark 8 - Guaranteed period of coverage

[0043]

1. The insurance comprises

1.1 Extension of the coverage period of the pol-

icy with the retroactive period mentioned in the policy for damages ascertained during the term of the policy.

2. Exceptions

5

2.1 Damage which the owner was aware of before the policy came into force.

2.2 Damage which the owner should have familiarised himself with before the policy came into force. 10

[0044] Finally, in the agreement there is a plan for those procedures which shall be followed in cases of damage. This comprises a plan for who, what and when the individual parties shall react. 15

[0045] By this method and its use, greater responsibility will be achieved, and by an effective recourse policy it will be able to have an advantageous effect on the behaviour of the parties involved. This is indicated by Mark 9 in the drawing as a result of this method. 20

[0046] In this manner, the technical implementation of the building is ensured within the agreed time and price, which is a precondition for the parties being able to observe agreements, budgets etc. in a trustful co-operation. In this way, the implementation of the building project is safeguarded. 25

Claims

30

1. Method of insuring a building project, such as a new building, rebuilding and/or extensions, which insurance is entered into between owner and insurance company for ensuring the technical implementation of the building work, **characterised** in that the insurance coverage comprises liability-incurring damage cause by fire (3), contract (4) and liability (6), pollution (7) and period of coverage (8). 35

2. Method according to claim 1, **characterised** in that the fire insurance (3) comprises 40

- materials, deliveries and work which are intended for inclusion in the building, and which are to be found at the building site, 45
- fixed installations, including:
 - service pipes/lines and main panels,
 - power installations extending to control panels respectively motor protection, 50
 - lighting installations, including fixed fittings but not tubes, bulbs, neon signs and luminous signs,
 - fixed building accessories, fixed building parts and fixed installations of normal but not commercial character, including: 55
 - gas and water installations,
 - elevators, sanitation and sewage plant,

- washing plants and hard white goods,
- room temperature and room ventilation plants, flagpoles, antenna for non-commercial use, yard surfaces, groundwater pumps, fences (not living), tower and facade clocks, fixed floor coverings, including carpets which are either glued to an under layer or laid on an under layer which cannot be considered to be finished flooring, equipment for protection of the building or building sections against fire, and civil defence material.
- wall paintings, relief work, external decoration on the building, only for their workmanship value unless otherwise agreed, garden layouts to the extent that the policy holder cannot demand the costs covered by public authorities.
- in agricultural buildings - fixed motors, grinders, electrical supply points, milking machines, mucking-out equipment and the like.

3. Method according to claim 1, **characterised** in that the contract insurance (4) comprises

physical loss of and damage to the insured articles in unforeseen events, with the exceptions stated below and on the conditions stipulated in the policy, namely that

the company's liability is limited to the insurance sum stated in the text of the policy, with deduction of the stipulated excess, and that

the insurance sum shall correspond to the stated total contract sum.

4. Method according to claim 3, **characterised** in that the insured articles comprise materials which are intended for inclusion in the finished construction, and temporary work for use in the implementation of the contract.

5. Method according to claim 1, **characterised** in that the insurance (6) comprises

the work object, the materials which are included or intended for inclusion in the work object, and the provisional plant which is used for the implementation of the contract stated in the policy, against loss and damage arising from whatever cause, which is ascertained while the insured articles are to be found on that or those work sites which the contract comprises, and owner's deliveries in stock and during transport, and

damage to owner's existing buildings and plant
which are a direct result of the contract work.

6. Method according to claim 1, **characterised** in that
the pollution insurance (7) comprises

5

costs involved in the cleaning of earth and
cleaning of existing properties at the site which
arise for reasons of pollution ascertained in the
insurance period,

10

costs of clearing-up, cleaning-up, digging-up,
deposition, removal and destruction of earth
and materials from existing properties, and

15

costs for the re-establishing of the above-men-
tioned and costs necessary for the determina-
tion of the extent of the pollution.

7. Method according to claim 1, **characterised** in that
the coverage period (8) comprises

20

extension of the policy's period of coverage
with the retroactive period stated in the policy
for damage ascertained during the term of the
policy.

25

8. Use of the method as disclosed in claims 1-7, **char-
acterised** in that the owner uses the method to
safeguard himself against unforeseen costs arising
from errors and negligence on the part of the pro-
jecting and implementing advisors, contractors and
suppliers.

30

9. Use of the method as disclosed in claims 1-7, **char-
acterised** in that the owner uses the method to
ensure that the building project is not discontinued
due to arising damages.

35

40

45

50

55

