



The Builders Risk Book

Table of Contents

The Builders Risk Book

- Preface
- About the Authors
- Topical Index
- Chap. 1--Introduction to Builders Risk Insurance
 - Knowledge of Construction Industry and Contracts
 - Evaluate Exposures, Agree on Coverages
 - "Builders Risk" Insurance Defined
 - Obtaining the Appropriate Coverages
 - The Policy Must Be Read
 - Broad Builders Risk Policy Best for All
 - Responsibility for Uninsured Damage to the Project
 - Failure To Provide Required Coverage
 - Contractor's Failure To Verify Coverage
 - Builders Risk Policy, Not "Equivalent" Form
 - Summary
- Chap. 2--History of Builders Risk Insurance
 - Impact of Standard Fire Policies
 - The Ushering in of "All Risks" Coverage
 - The Development of Inland Marine Insurance
 - Advent of the Nationwide Marine Definition
 - Adoption of Builders Risk Completed Value Form
 - Post-World War II
 - 1953 Revision to Nationwide Marine Definition
 - Development of the American London Sturge's (ALS) Form
 - U.S. All Risks Builders Risk Programs
 - 1976 Revision to Nationwide Marine Definition
 - Development of Inland Marine Builders Risk Policy Forms
 - Summary
- Chap. 3--State Regulations: Property vs. Inland Marine Ins
 - Cases Involving Property vs. Inland Marine Status
 - Case on Enforcement of Policy Warranties
 - Cases on Time for Filing Suit
 - Cases on Application of Cancellation Law
 - State Treatment of Builders Risk Insurance

- Standard Fire Policy Requirements
 - NAIC Nationwide Marine Definition
 - Other State Statutes and Insurance Regulations
 - Other Factors Considered by Courts
 - Policy Appearance
 - Breadth of Coverage
 - Coverage Term
 - Summary
- Chap. 4--Contractual Requirements
 - Standardized Construction Contract Forms
 - American Institute of Architects (AIA)
 - ConsensusDOCS
 - Engineers Joint Contract Documents Committee (EJCDC)
 - Design-Build Institute of America (DBIA)
 - American Council of Engineering Companies (ACEC)
 - Construction Management Association of America (CMAA)
 - Associated Owners and Developers (AOD)
 - Builders Risk Insurance Requirements
 - Who Obtains and Pays for the Policy?
 - Who Must the Insurance Protect?
 - Are There Any Insurer Requirements?
 - Who Pays the Deductibles?
 - Who Adjusts and Settles Claims with the Insurer?
 - What Type of Policy Must Be Used?
 - What Causes of Loss Are Insured?
 - What Property Must Be Insured?
 - What Are the Required Insurance Limits and Property Valuation?
 - When Must the Insurance Be in Force?
 - Boiler and Machinery Insurance Requirements
 - Testing and Start-Up Insurance
 - Waiver of Rights and Subrogation
 - Waiver of Subrogation
 - Consequences of Failure To Procure Required Insurance
 - For More Information
 - Summary
- Chap. 5--Builders Risk Policy vs. Other Property Ins
 - Named Insured Status for All Parties
 - Named Insured Status Provides Equal Coverage
 - Named Insured Status Provides Subrogation Protection
 - Breadth of Insurance Protection
 - Inland Marine Coverage
 - Coverage for New Construction and Renovations

- Coverage for Foundations and Underground Property
 - Coverage for Other Property
 - Coverage for Land Improvements
 - Coverage for Property Off-Site and in Transit
 - Scope of Exclusions
 - Soft Costs and Loss of Revenue ("Delay in Completion") Coverage
 - Other Potential Problems with Commercial Property Policies
 - Language of Covered Property Provision
 - Large Deductibles under Owner's Property Policy
 - Coverage on Completed Project
 - Unintended Coverage for Contractors
 - Loss Excluded under Commercial Property Policy
 - Coverage for Contractors' and Subcontractors' Interests
 - Potentially Troublesome Conditions in Property Policies
 - No Meeting of the Minds between Insurer and Insured
 - Advice for Contractors and Subcontractors
 - Contractors May Qualify as Third-Party Beneficiaries
 - Subcontractors May Not Qualify
 - Summary
- Chap. 6--Who Is Covered: Naming the Parties Appropriately
 - Covered Interests under Standardized Contracts
 - Named Insured Status Recommended
 - Problems with the Phrase "as Their Interests May Appear"
 - Courts Allowing Subrogation against Contractors in Minority
 - Problems with Covering Just "the Interests of" the Parties
 - No Protection from Subrogation by the Insurer
 - Certain Coverages May Not Apply
 - Problems with Additional Insured Status
 - Problems with Loss Payee Status
 - Problems with Wrap-Ups and Builders Risk Coverage
 - Problems with Architects, Engineers, and Surveyors
 - Standardized Contract Provisions
 - Why Architects and Engineers Want Protection
 - Problems Complying with Contract Requirements
 - Problems with Material Suppliers
 - Protecting the Insurable Interests of Lenders
 - Builders Risk Policy as a Divisible Contract
 - Summary
- Chap. 7--Covered Property, Covered Locations, & Coverage Period
 - Covered Property
 - Buildings and Structures
 - Broad Covered Property Description

- Description of Project
 - Foundations, Underground Property, and Excavations
 - Temporary Structures versus Contractors' Equipment
 - Other Covered Property
 - Cost of Architects' and Engineers' Fees
 - Property of Others
 - Property Not Covered
 - Other Property Not Covered
 - Where Coverage Applies
 - When Coverage Begins and Ends
 - Summary
- Chap. 8--Extensions and Optional Property Coverages
 - Architects' and Engineers' Fees
 - Contract Penalty
 - Debris Removal Coverage and Disputes
 - Other Costs Characterized as Debris Removal Costs
 - Expediting Expenses
 - Mitigating Expenses
 - Mitigating Expense Provisions
 - Hot and Cold Testing
 - Ordinance or Law Coverage
 - (AAIS) Ordinance or Law Coverage Endorsement (IM 7072 09 08)
 - Summary
- Chap. 9--Covered & Excluded Causes of Loss
 - The All Risks Coverage Approach
 - Potential Problems with "Risks" Language
 - Variations in All Risks Language
 - The Requirement of Fortuity
 - Exclusions of Loss Exposures Generally Not Insurable
 - Asbestos
 - Corrosion, Rust
 - Dampness or Dryness
 - Design Error
 - Temperature Extremes
 - Faulty Work, Workmanship, or Materials
 - Exclusions of Loss Exposures Generally Not Insurable (cont.)
 - Fungus, Wet Rot, Dry Rot, and Bacteria
 - Gradual Deterioration, Wear and Tear, and Depreciation
 - Inherent Vice
 - Insects, Birds, or Animals
 - Latent Defect
 - Losses Covered by Any Guarantee or Warranty

- Penalties for Noncompletion, Noncompliance
 - Rain, Snow, Sleet, Hail, Ice, Sand, or Dust
 - Settling, Cracking, Bulging, or Expansion
 - Unexplained Loss, Mysterious Disappearance, or Shortage
 - Weather Conditions
 - Summary
- Chap. 10--Other Exclusions
 - Some Coverage Available by Endorsement
 - Delay, Loss of Use, Loss of Market, and Other Consequential Losses
 - Earthquake, Volcanic Activity, and Other Earth Movement
 - Enforcement of Any Ordinance or Law
 - Flood
 - Mudslide
 - Backup of Sewers and Drains, Seepage of Water
 - Mechanical Breakdown, Boiler Explosion, and Artificially Generated Electric Current
 - Testing
 - Terrorism
 - Coverage Available under Other Insurance Policies
 - Dishonest or Criminal Acts
 - Nuclear Hazard
 - Pollution
 - War and Military Action
 - Liquidated Damages
 - Summary
- Chap. 11--Common Policy Conditions
 - Common Policy Conditions Form
 - Cancellation
 - Policy Changes
 - Examination of Books and Records
 - Inspections and Surveys
 - Premiums
 - Transfer of Rights and Duties under the Policy
 - Commercial Inland Marine Conditions Form
 - Loss Conditions
 - General Conditions
 - Other Policy Conditions
 - Certificates of Insurance
 - Contributing Insurance and Excess Insurance
 - Increase in Hazard
 - Sole Agent
 - Nominated Loss Adjuster
 - Coinsurance

- Severability
 - Occupancy Conditions
 - Valuation Conditions
 - Completed Value versus Reporting Form Basis
 - Completed Value Basis
 - Reporting Form Basis
 - Limits of Insurance, Coinsurance, and Change Orders
 - Problems with Reporting Forms
 - Summary
- Chap. 12--Subrogation Problems in Construction
 - Subrogation Waiver Defined
 - Subrogation Attempts Are Nothing New
 - Dominant Subrogation Issues in Modern Construction Cases
 - #1: Foregoing the Purchase of a Builders Risk Policy
 - #2: Work versus Nonwork
 - #3: Subrogation as to Architects, Engineers, and Other Professionals
 - Summary
- Chap. 13--Renovation Work
 - Problem Areas
 - Failure To Purchase Renovations Coverage
 - Obtaining the Appropriate Coverage
 - Coverage for Damage to the Existing Property
 - AAIS Rehabilitation and Renovation Form
 - Summary
- Chap. 14--Installation Floaters and Rigging Coverage
 - Installation Floater versus Builders Risk Policy
 - Property Covered and Not Covered
 - Nonreporting and Reporting Form Coverage Basis
 - Covered Causes of Loss
 - External Cause—A Troublesome Coverage Criterion
 - Common Exclusions
 - Comparing Exposures to Coverages and Exclusions
 - Coverage Extensions and Optional Coverages
 - When Coverage Ceases
 - Rigging Coverage
 - Coverage for Property of Others
 - Deciding on the Appropriate Coverage Form
 - Installation Work on Communication Towers
 - Case in Point
 - Summary
- Chap. 15--Other Builders Risk-Related Coverages
 - Force Majeure Coverage

- Difference-in-Conditions (DIC) Coverage
- Contractors Wrap-Around or Contingency Coverage
- Efficacy or System Performance Coverage
- Contractors Rework/Ripping and Tearing Coverage
- Summary
- Chap. 16--Delay in Project Completion
 - Implications of Delay
 - Financial Impact of Construction Delays
 - Contract Provisions on Delay
 - What Constitutes Delay?
 - Treatment of Consequential Damages
 - Treatment of Liquidated Damages
 - Project Delay Insurance
 - Soft Costs
 - Loss of Revenue
 - Delay Coverage Requirements
 - Covered Soft Costs
 - Covered Loss of Revenue
 - Consider Holdover Agreements
 - Deduction of Liquidated Damages
 - Additional Coverages
 - When Does Delay Coverage Apply?
 - Who Is Covered?
 - Delay Coverage Limits
 - Delay Coverage Deductibles
 - Additional Exclusions
 - Additional Conditions
 - Recent Developments
 - AAIS Forms Revision
 - Claims Surprises
 - The Hidden Deductible--"Ramp-Up" Effect
 - Soft Costs Incurred Prior to the Anticipated Completion Date
 - Complicated Loss Adjustment Process
 - Unanticipated Sharing of Limits
 - Uncovered Property or Perils Equals Uncovered Delay
 - Designing a Delay Insurance Program
 - Understand the Potential Risks of Insurable Delay
 - Allocate Costs to Different Buckets
 - Estimate the Potential Loss
 - Meet with Interested Underwriters
 - Obtain, Read, and Understand the Policy
 - Summary

- Chap. 17--Green Building and the Role of Builders Risk Ins
 - What Is Green Building?
 - Green Building Laws and Incentives
 - Green Building Standards
 - Green Building Disputes
 - Insurance Coverage for Green Building Exposures
 - Green Building Coverage for Builders Risk
 - Issues in Green Building Policy Language
 - Summary
- Appendix A: Standard Fire Insurance Policy
- Appendix B: Comparison of Builders Risk Insurance Requirements
- Table of Cases
- Bibliography