

DS CONSTRUCTION U&C PROGRAM MANAGER PIU-PWD,U-  
PREPARE,DEHRADUN  
I.7, NEHRU COLONY, DEHRADUN, DEHRADUN,  
UTTRAKHAND 248001 ,DEHRADUN, UTTARAKHAND  
248001  
Contact Number :9758888507

**Subject : Contractors All Risk Insurance -Commercial Policy No :190262422110048459**

Dear Sir,

**Welcome to the Reliance General Insurance family!**

Thank you for choosing Reliance General Insurance as your preferred insurance partner.

We are pleased to inform you that you have been insured under Policy No.190262422110048459 (attached herewith).

This Policy has been prepared based on the information furnished by you. We request you to kindly go through the same. In case a duly signed proposal form has not been submitted, information received from you, whether orally or in writing, has been specified in the Policy document on the basis of understanding provided to the Company.

If you find any discrepancy in the document, kindly write to us immediately for necessary rectification in writing forthwith but in no case later than 15 days from the date of receipt of the Policy document. In the absence of any communication from your end, the contents of the policy shall be deemed as accepted.

To enable us to serve you better, you are requested to mention your Policy Number in all your further correspondence.

While we believe that with Reliance General Insurance, you get nothing less than excellent and unparalleled services, should you have any complaints or post purchase requirements like correction / changes in the policy or claims to be reported, please write to us on

Write to **rgiclservices@relianceada.com**

Looking forward to a long lasting and delightful relationship.

Yours sincerely,

For Reliance General Insurance Company Limited.  
Authorised Signatory

**Reliance General Insurance Company Limited. IRDAI Registration No. 103.**

Registered & Corporate Office : Reliance General Insurance Company Limited 6th Floor, Oberoi Commerz, Oberoi Garden City, Off Western Express Highway, Goregaon (East), Mumbai - 400 063

Corporate Identity No. U66603MH2000PLC128300. Contractors All Risk

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RGI/MCOM/CO/2211/PS/VER. 1.0/010218

**An ISO 9001:2015 Certified Company**

UIN No.: IRDAN103CP0011V01201920. PAN NO.: AABCR6747B

**Corporate Office/Policy Issuing Office:**  
 Reliance General Insurance Co. Ltd.  
 6th Floor, Oberoi Commerz,  
 Oberoi Garden City,  
 Off Western Express Highway  
 Goregaon (East), Mumbai - 400 063, India

**Policy Sourcing/Servicing Branch Office:**  
 SAI SQUARE, 4TH FLOOR, 45 BHARGAVA ESTATE CIVIL LINE,KANPUR RURAL,UTTAR  
 PRADESH, - 208001  
 Contact No. 0-99999999

#### Contractors All Risk Insurance -Commercial Insurance Policy Schedule

Policy No:190262422110048459	Intermediary Code & Name: 21BRG642 POLICYBAZAAR INSURANCE BROKERS PVT LTD
Proposal No.& Date of Proposal :	P110824101473 & 08/11/2024
GSTIN/UIN of the Insured:	05AAGFD5932L1ZB
Tax Invoice No. & Date:	P110824101473 & 09/11/2024

Name, Communication Address & Place of Supply:DS CONSTRUCTION U/C PROGRAM MANAGER PIU-PWD,U-PREPARED,DEHRADUN  
 I.7, NEHRU COLONY, DEHRADUN, DEHRADUN, UTTRAKHAND 248001, DEHRADUN, UTTARAKHAND, - 248001

Name of the Principal:  DS CONSTRUCTION U&C PROGRAM MANAGER PIU-PWD,U-PREPARE,DEHRADUN  Address of the Principal:  I.7, NEHRU COLONY, DEHRADUN, DEHRADUN, UTTRAKHAND 248001	Name of the Contractor:  DS CONSTRUCTION  Address of the Contractor:  I.7, NEHRU COLONY, DEHRADUN, DEHRADUN, UTTRAKHAND 248001	Name of the Sub-Contractor/s:  Address of the Sub-Contractor/s:
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Site Of Erection/Construction :

Location Code	Location Address
L1	NANDPRAYAG GHAT MOTOR ROAD BLOCK -GHAT DIST - CHAMOLI , UTTRAKHAND (STEEL & RCC BRIDGE) CHAMOLI STATE-UTTARAKHAND PIN-246424

Period of Insurance:From 00:01 HOURS OF 07-Nov-2024 TO MID-NIGHT OF 19-Mar-2026

Project Period : From 20-Sep-2024 TO 19-Mar-2026

Non Liable Period: From 20/09/2024 To 06/11/2024

Nature / Description Of Project : CONSTRUCTION OF 4 NO INTERMEDIATE LANE RCC BRIDGE & STEEL TRUSS BRIDGE IN KM 3 , KM 7 ,KM11 & KM 14 AT NANDPRAYAG GHAT MOTOR ROAD BLOCK -GHAT DIST - CHAMOLI , UTTRAKHAND

Occupancy and Risk Code : 101096

Coverage Details

#### Section I - Material Damage

	Sum Insured / Limit of Liability (₹)
1. Contract works	
a. Contract price	0.00
b. Materials or items supplied by the Principal	0.00
c. Any additional items not included (a) and (b) above (e.g. Camp, Colony, and Stores etc.)	0.00
d. Landed cost of imported items as at construction site (not included (a) and (b) )	0.00
<b>Total Value of Construction</b>	<b>68,996,468.00</b>
2. Contractors Plant and Machinery Cover to be used at the Project Site	0.00
3. Additional Coverage/Extensions	
<b>Other additional coverage if any</b>	
STFI	68,996,468.00
Earthquake Cover	68,996,468.00

#### Section II THIRD PARTY LIABILITY

Limit of Indemnity	Amount(₹)
1. Limit of indemnity in respect of any one accident or series of accidents arising out of one event.	0.00
2. Total limit of indemnity during policy period. False	0.00



**EXCESS for Section I and II**

1. For Storage & Construction Claims (5% of claim amount subject to a minimum of)	25,000
2. For AOG/Major peril/Collapse claims (10% of claim amount subject to minimum of)	100,000

**Premium Details**

Premium Description	Amount (In ₹)
Net Premium	87,970.00
IGST (18 %)	15,834.60
Total Gross Premium (Rounded Off)	1,03,805.00

GSTIN: 09AABCR6747B1ZE ; HSN: 997139 ; Description of services: Other non-life insurance services (excluding reinsurance services)

As per the GST regulations, the amount of GST will not be refunded if the policy / endorsement is cancelled after 30th September of the next financial year

Consolidated Stamp duty paid vide Letter of Authorisation No. NO LOA/ENF-1/CSD/62/2024-25/(Validity Period Dt.01/10/2024 to Dt. 01/12/2025)/4634 dated 25th September 2024 at General Stamp Office, Mumbai.

\*\* Not applicable for the State of Jammu and Kashmir.

This document shall be treated as a Tax Invoice as per Rule 46 of the Central Goods and Services Tax Rules 2017.

We hereby declare that though our aggregate turnover in any preceding financial year from 2017-18 onwards is more than the aggregate turnover notified under sub-rule (4) of rule 48, we are not required to prepare an invoice in terms of the provisions of the said sub-rule.

**Note:** In the event of the dishonour of cheque, this policy document automatically stands cancelled from inception, irrespective of whether a separate communication is sent or not.

In witness whereof this policy has been signed at **Mumbai** on policy original tax invoice date 07/11/2024 in lieu of Policy No. as mentioned in the policy.

For any assistance with claims, please contact us on 74004 22200, (022) 4890 3009 or email us at [rjicl.services@reliancegeneral.co.in](mailto:rjicl.services@reliancegeneral.co.in)

In case of a renewal, the benefits provided under the policy and/or terms and conditions of the policy including premium rate may be subject to change.

**The policy wording with detailed terms, conditions and exclusions are available on our website [www.reliancegeneral.co.in](http://www.reliancegeneral.co.in)**

**The Customer Information Sheet (CIS) for this product is available on our website**

<https://www.reliancegeneral.co.in/insurance/about-us/downloads.aspx>

**Grievance Clause:** For resolution of any query or grievance, Insured may contact the respective branch office of the Company or may call at (022) 4890 3009 or may write an email at [rjicl.services@relianceada.com](mailto:rjicl.services@relianceada.com). In case the insured is not satisfied with the response of the office, insured may contact the Nodal Grievance Officer of the Company at [rjicl.grievances@relianceada.com](mailto:rjicl.grievances@relianceada.com). In the event of unsatisfactory response from the Nodal Grievance Officer, insured may email to Head Grievance Officer at [rjicl.headgrievances@relianceada.com](mailto:rjicl.headgrievances@relianceada.com). In the event of unsatisfactory response from the Head Grievance Officer, he/she may, subject to vested jurisdiction, approach the Insurance Ombudsman for the redressal of grievance. Details of the offices of the Insurance Ombudsman are available at IRDAI website [www.irda.gov.in](http://www.irda.gov.in) or on company website [www.reliancegeneral.co.in](http://www.reliancegeneral.co.in) or on [www.qbic.co.in](http://www.qbic.co.in). The insured may also contact the following office of the Insurance Ombudsman within whose territorial jurisdiction the branch or office of the Company is located: Shri. N. P. Bhagat Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: bimalokpal.lucknow@cioins.co.in | Shri. Ajesh Kumar Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddha Nagar, U.P-201301. Tel.: 0120-2514250 / 2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in

**Coinurance Details**

<b>RJICL</b>	<b>100%</b>
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Clause :

Earthquake cover  
End-04 Piling construction  
End-06 Crops , Forest, Cultivated Areas  
End-07 Existing Underground Cables  
End-11 Safety Measures for Flood and Inundation  
Fire fighting facilities  
Endt- 12 Special conditions concerning removal of debris from landslides

Condition :

Losses prior to receipt of premium is not payable  
Project is not commenced before 20-Sep-2024

Exclusion :

Terrorism Damage Exclusion Warranty  
Any direct or indirect loss by infectious or contagious disease is excluded as per Communicable Disease Exclusion Clause  
Excluding wet risk  
Any type of Demolishment, Dismantling, Destruction is excluded from the scope of cover

**Warranty :**

Warranted all the critical and vulnerable materials are stored in closed and secured premises

Warranted proper security for materials at the site & storage locations

Warranted that proper dewatering arrangements should be maintained

Warranted no underground & Tunneling works and work in water are involved.

Warranted that no storage in underpass during monsoon.

Warranted that proper drainage system is provided in underpass projects.

Warranted that storage of raw material/construction material should not be done at any ground lower than nearby surrounding area

Warranted that building is RCC constructed

For and on behalf of Reliance General Insurance Company Limited

Authorised Signatory

**ENDORSEMENTS****PILING CONSTRUCTION -**

Notwithstanding the conditions, provisions and other endorsements of the Policy, it is agreed and understood that the Insurers shall not be liable to indemnify the Insured in respect of -

- a) Loss of or damage to piles and/or casings due to misplacement, jamming and/or extraction thereof.
- b) Costs incurred in case of abandoned piling work, for any reasons not related to accidental loss or damage and mainly due to unforeseen ground conditions when piles cannot be driven to the required depth.

**CROPS, FORESTS, CULTIVATED AREAS -**

Notwithstanding the conditions, provisions and other endorsements of the Policy, it is agreed and understood that the Insurers shall not be liable to indemnify the Insured in respect of any loss, damage or liability directly or indirectly caused to crops, forests and/or other cultures during the execution of the contract works.

**EXISTING UNDERGROUND CABLES -**

Notwithstanding the conditions, provisions and other endorsements of the Policy, it is understood and agreed that the following special conditions shall apply -

The Insurers shall not be liable under the Policy to indemnify loss or damage to existing underground cables or pipes of any kind (electric cables, telephone cables, water and gas pipes, sewers and other pipelines, etc.) unless prior to the commencement of works -

- the Insured had requested and obtained from the public authorities or the owners of such an underground system the exact position of all cables or pipes.
- the Insured had traced their existence and indicated location.

The indemnity shall in any case be restricted to the repair costs of such cables or pipes. Any consequential damage shall be excluded from the policy cover.

**SPECIAL CONDITIONS CONCERNING SAFETY MEASURES WITH RESPECT TO PRECIPITATION, FLOOD AND INUNDATION -**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the policy or endorsed thereon, the Insurers shall indemnify the Insured for loss, damage or liability caused directly or indirectly by precipitation only if adequate precautions have been taken in designing and executing the project involved.

In this context, adequate precautions shall mean that allowance is made for precipitation, flood and inundation up to a return period of 10 years for the location insured and the entire policy period on the basis of statistics prepared by the Meteorological agencies.

Loss, damage or liability resulting from the Insured's not immediately removing obstruction (e.g. sand, trees) from watercourses, whether carrying water or not, in order to maintain free water flow shall not be indemnifiable.

**Earthquake:-****Article 1**

It is hereby Agreed and Declared that notwithstanding anything stated in the printed exclusions of this policy to the contrary, this Insurance is extended to cover loss or Damage (including loss or Damage by Fire) to any of the property insured by this policy occasioned by or through or in consequence of Earthquake including Flood or Overflow of the sea, lakes, reservoirs and rivers and / or Landslide / Rockslide resulting therefrom.

Special conditions: -

1. Excess as mentioned in the policy for Act of God Perils
2. Onus of proof

In the event of the Insured making any claim for loss or damage under this policy the insured must (if so required by the Company) prove that the loss or damage was occasioned by or through or in consequence of earthquake

**Article 2**

The coverage is on First Loss Basis with Limit of Liability up to 0% of SI per event.

**Special Conditions Concerning Fire Fighting Facilities**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers shall only indemnify the Insured for loss or damage resulting directly or indirectly from fire and/or explosion if the following requirements are fulfilled:-

- Adequate fire-fighting equipment and extinguishing agents of sufficient capacity must always be available at the site and ready for immediate use.
- Sufficient number of workmen must be fully trained in the use of such equipment and must be available for immediate intervention at all times.

- If storage of material for the construction or erection of the contract works is necessary at site or any other location within India, storage must be subdivided into storage units not exceeding the equivalent value of Rs 50 Cr per storage unit. The individual storage units must either be at least 15 meters apart or separated by fire-proof walls.

All inflammable materials (such as shuttering material not fitted for concreting, litter, etc.) and especially all inflammable liquids and gases must be stored at a sufficiently large distance from the property under construction or erection and any hot work like welding etc.

- Provided further that in respect of storages of Indian sourced materials at locations other than the site, the amount payable shall not exceed Rs. 50 cr at any one location.

- Welding, soldering or the use of an open flame in the vicinity of combustible material is permitted only if at least one workman suitably equipped with extinguishers and well trained in fire-fighting is present.

- At the beginning of testing all fire-fighting facilities designed for the operation of the plant must be installed and serviceable.

**Communicable Disease Exclusion Clause**

1. Notwithstanding any provision, clause or term the policy to the contrary, the policy excludes any loss, cost, damage, liability, claim, fines, penalty or expense



or any other amount of whatsoever nature, whether directly or indirectly and/or in whole or in part, related to, caused by, contributed to by, resulting from, as a result of, as a consequence of, attributable to, arising out of, arising under, in connection with, or in any way involving (this includes all other terms commonly used and/or understood to reflect or describe nexus and/or connection from one thing to another whether direct or indirect):

1.1 a Communicable Disease and/or the fear or threat (whether actual or perceived) of a Communicable Disease and/or the actual or alleged transmission of a Communicable Disease regardless of any other cause or event contributing and/ or occurring concurrently or in any sequence thereto, and

1.2 a pandemic or epidemic, as declared by the World Health Organisation or any governmental authority.

2. As used herein, Communicable Disease means: any infectious, contagious or communicable substance or agent and/or any infectious, contagious or communicable disease which can be caused and/or transmitted by means of substance or agent where:

2.1 the disease includes, but is not limited an illness, sickness, condition or an interruption or disorder of body functions, systems or organs, and

2.2 the substance or agent includes, but is not limited to, a virus, bacterium, parasite, other organism or other micro-organism (whether asymptomatic or not); including any variation or mutation thereof, whether deemed living or not, and

2.3 the method of transmission, whether direct or indirect, includes but not limited to, airborne transmission, bodily fluid transmission, transmission through contact with human fluids, waste or the like, transmission from or to any surface or object, solid, liquid or gas or between organisms including between humans, animals, or from any animal to any human or from any human to any animal, and

2.4 the disease, substance or agent is such:

2.4.1 that causes or threatens damage or can cause or threaten damage to human health or human welfare, or

2.4.2 that causes or threatens damage to or can cause or threaten damage to, deterioration to, contamination of, loss of value of, loss of marketability of or loss of use or usefulness of, tangible or intangible property.

For avoidance of doubt, Communicable Disease includes but is not limited to Coronavirus Disease 2019 (Covid -19) and any variation or mutation thereof.

3. For further avoidance of doubt, any contingent or other business interruption loss, cost, damage, loss of income, loss of use, increased cost of working and/or extra expense arising out of or attributable to:

3.1 any partial or complete closure of and/or slowdown in, including but not limited to any closure by or under the advisories of public, military, government or civil authorities, or any denial of access to reinsured premises, or customer and or supplier premises (including service / utility providers), or

3.2 change in consumer behaviour, or

3.3 an absence of infected employees or employees suspected of being infected shall not be covered by the policy.

4. For still further avoidance of doubt, loss, cost, damage, liability, claim, fines, penalty or expense or any other amount excluded hereby, includes but is not limited to any cost to identify, clean-up, detoxify, disinfect, decontaminate, mitigate, remove, evacuate, repair, replace, monitor, sanitize or test: (1) for a Communicable Disease or (2) any tangible or intangible property covered by the policy that is affected by such Communicable Disease.

5. It is clarified that (1) no other prior, concurrent or subsequent provision, clause, term or exception of the policy(including (but not limited to) any prior, concurrent or subsequent endorsement and/or any provision, clause, term, buy back or exception that operates, or is intended to operate, to extend the coverage of, or protections provided by, the policy by whatever name called like any coverage extension, additional coverage, global extension, exception to any exclusion); (2) any change in the law, clause or similar provision; (3) any follow the fortunes clause or similar provision; and/or (4) no change in the law or any regulation (to the extent permitted by applicable law), shall operate to provide any reinsurance, coverage or protection under the policythat would otherwise be excluded through the exclusion set forth in this [Clause].

6. If the insurer alleges that by reason of this [Clause]any amount is not covered by the policy, the burden of proving the contrary shall rest in the insured.

**Terrorism Damage Exclusion Warranty**

This Policy excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this exclusion, an act of terrorism means an act or series of acts, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), or unlawful associations, recognized under Unlawful Activities (Prevention) Amendment Act, 2008 or any other related and applicable national or state legislation formulated to combat unlawful and terrorist activities in the nation for the time being in force, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear for such purposes.

This exclusion also includes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to the above.



**Reliance Contractors All Risk Insurance -Commercial Insurance Policy**

Where the insured named in the schedule hereto had made to Reliance General Insurance Company Limited.(hereinafter called "the Company") a written proposal by completing a proposal form which together with any other statements made in writing by the Insured for the purpose of this policy, is deemed to be incorporated hereto. Now this Policy of insurance witness that subject to and in consideration of the Insured having paid to the Company, the premium mentioned in the schedule and subject to the terms, exclusions, provisions and conditions contained herein or endorsed here on the Company will indemnify the Insured in the manner and to the extent hereinafter provided.

**GENERAL EXCLUSIONS**

The Company will not indemnify the Insured in respect of loss, damage or liability directly or indirectly caused by or arising out of or aggravated by -

- a) War, Invasion, Act of foreign enemy, hostilities, or War like operations ( whether war be declared or not) Civil War, rebellion, revolution, insurrection, mutiny, Civil commotion, Military or usurped power, martial law, conspiracy, confiscation, commandeering a group of malicious persons or persons acting on behalf of or in connection with any political organisation, requisition or destruction or damage by order of any Government de jure or defacto or by any Public, Municipal or Local Authority ;
- b) Nuclear reaction, Nuclear radiation or Radioactive contamination;
- c) Wilful act or wilful negligence of the Insured or of his responsible representative;
- d) Cessation of work whether total or partial.

In any action, suit or other proceedings where the Company, allege that by reason of the provisions of Exclusion (a) above any loss, destruction, damage or liabilities not covered by this insurance, the burden of proving that such loss, destruction, damage or liability is covered shall be upon the Insured.

**PERIOD OF COVER****CONSTRUCTION OF PERIOD -**

The liability of the Company shall commence, (notwithstanding any date to the contrary specified in the Schedule) only from the time of commencement of work after the unloading of the property specified in the schedule from any conveyance at the site specified in the schedule whichever is earlier and shall expire on the date specified in the schedule. However, the Company's liability expires also for parts of the insured contract works taken over or put into service by the Principal prior to the policy whichever shall be earlier.

If actual construction period is shorter than the period indicated in the schedule, no refund of premium shall be allowed unless specifically allowed by Insurers.

'At the latest, the insurance shall expire on the date specified in the Schedule but if the work of construction included in the insurance is not completed within the time specified hereunder, the Company may extend the period of insurance but the Insured shall pay to the Company additional premium at rates to be prescribed by the Company.

**General Conditions -**

1. The due observance and fulfilment of the terms of this Policy in so far as they relate to anything to be done or complied with by the Insured and the truth of the statement and answers in the questionnaire and proposal made by the Insured shall be a condition precedent to the liability of the company.
  2. The Schedule and the Section(s) shall be deemed to be incorporated in and form part of this Policy and expression 'this Policy' wherever used in this contract shall be read as including the Schedule and the Section(s). Any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule or of the Section(s) shall bear such meaning wherever it may appear.
  3. The Insured shall at his own expense take all responsible precautions and comply with all reasonable recommendations of the Company to prevent loss, damage or liability and comply with statutory requirements and manufacturers' recommendations.
  4. a) Representatives of the Company shall at any reasonable time have the right to inspect and examine the risk and the Insured shall provide the representatives of the Company with all details and information necessary for assessment of the risk.  
b) The Insured shall immediately notify the Company by Telegram and in writing of any material change in the risk and cause at his own expense such additional precautions to be taken as circumstances may require and the scope of cover and/or premium shall, if necessary, be adjusted accordingly.
- No material alteration shall be made or admitted by the insured whereby the risk is increased unless the continuance of the Insurance be confirmed in writing by the Company.
5. In the event of any occurrence, which might give rise to a claim under this Policy, the insured shall-
    - a) Immediately notify the Company by Telephone or Telegram as well as in writing giving an indication as to the nature and extent of loss or damage;
    - b) take all steps within his power to minimise the extent of the loss or damage;
    - c) preserve the parts affected and make them available for inspection by a representative or Surveyor deputed by the company;
    - d) furnish all such information and documentary evidence as the Company may require;
    - e) inform the police authorities in case of loss or damage due to theft or burglary.

The Company shall not in any case be liable for loss, damage or liability of which no notice has been received by the Company within 14 days of its occurrence.

Upon notification being given to the Company under this condition the Insured may carry out the repair or the replacement of any minor damage not exceeding ₹ 2,500/- In all other cases a representative of the Company shall have the opportunity of the loss or damage before any repairs or alterations are effected. If a representative of a Company does not carry out the inspection within a period of time which could be considered as adequate under the circumstances the insured is entitled to proceed with the repairs or replacement.

The liability of the Company under this Policy in respect of any item sustaining damage shall cease if said item is not repaired properly without delay.

6. The Insured shall at the expense of the Company do and concur in doing and permit to be done all such acts and things as may be necessary or required by the Company in the interest of any rights or remedies, or of obtaining relief or indemnity from parties (other than those Insured under this Policy) to which the Company shall be or would become entitled or subrogated upon their paying for or making goods any loss or damage under this Policy, whether such acts and things shall be or become necessary or required before or after the Insured's indemnification by the Company.
7. The parties to the contract may mutually agree and enter into a separate Arbitration Agreement to settle any and all disputes in relation to this policy. Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.
8. If a claim is in any respect fraudulent, or if any false declaration is made or used in support thereof, or if any fraudulent means or devices are used by the Insured or any one acting on his behalf to obtain any benefit under this Policy, or if a claim is made and rejected and no action or suit is commenced within three months after such rejection or, in case of arbitration taking place as provided therein, within three months after the Arbitrator or Arbitrators or Umpire have made their award, all benefits under this Policy shall be forfeited.
9. If at any time any claim arises under this Policy there by any other insurance covering the same loss, damage or liability the Company shall not be liable to pay or contribute more than rateable proportion of any claim for such loss, damage or liability.
10. This insurance may be terminated at the request of the insured at any time in which case the Insurers will refund appropriate premium amount subject to the following conditions -
  - i) Claims experience under the policy as on date of cancellation should be less than 60% of reworked premium.
  - ii) The unexpired period is not less than 3 months or 25% of the policy period whichever is less'.
  - iii) Testing period should not have commenced.

This insurance may also at any time be terminated at the option of the Company by 15 days notice to that effect being given to the Insured in which case the Companies shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of cancellation.

## SECTION I - MATERIAL DAMAGE

The Company hereby agrees with the Insured (subject to the exclusions and conditions contained herein or endorsed here on) that if, at any time during the period of insurance stated in the said Schedule, or during any further period of extension thereof the property (except packing materials of any kind) or any part thereof described in the said Schedule be lost, damaged or destroyed by any cause, other than those specifically excluded hereunder, in a manner necessitating replacement or repair the Company will pay or make good all such loss or damage upto an amount not exceeding in respect of each of the items specified in the Schedule the sum set opposite thereto and not exceeding in the whole the total sum insured hereby.

The Company will also reimburse the Insured for the cost of clearance and removal of debris following upon any event giving rise to an admissible claim under this Policy but not exceeding in all the sum (if any) set opposite thereto in the Schedule.

## EXCLUSIONS TO SECTION - I

The Company, shall not, however, be liable for -

- a) the first amount of the loss arising out of each and every occurrence shown as Excess in the Schedule;
- b) loss discovered only at the time of taking an inventory;
- c) normal wear and tear, gradual deterioration due to atmospheric conditions or lack of use or obsolescence or otherwise, rust, scratching of painted or polished surfaces or breakage of glass;
- d) loss or damage due to faulty design;
- e) the cost of replacement, repair or rectification of defective material and/or workmanship, but this exclusion shall be limited to the items immediately affected and shall not be deemed to exclude loss of or damage correctly executed items resulting from an accident due to such defective material and/or workmanship;
- f) the cost necessary for rectification or correction of any error during construction unless resulting in physical loss or damage;
- g) loss of or damage to files, drawing, accounts, bills, currency, stamps, deeds, evidence of debt, notes, security, cheques, packing materials such as cases, boxes, crates;
- h) any damage or penalties on account of the Insured's non-fulfilment of the terms of delivery or completion under his Contract of construction or of any obligations assumed there under or lack of performance including consequential loss of any kind or description or for any aesthetic defects or operational deficiencies;
- i) loss or damage to vehicles licensed for general road use or water borne vessels or Machinery/Equipment mounted or operated or fixed on floating vessels/craft/barges or aircraft.

## PROVISIONS APPLYING TO SECTION - I

### MEMO 1 - SUM INSURED

It is a requirement of this Insurance that the sum of insurance stated in the schedule shall not be less than the completely erected value of the property inclusive of freights, custom duty, erection cost and the insured undertakes

to increase or decrease the amount of insurance in the event of any material fluctuation in the level of wages or prices. Provided always that such increase or decrease shall effect only after the same has been recorded on the policy by the Company.

If in the event of the occurrence of a loss, or damage it is found that the Sum insured representing the completely erected value of the property and/or of particular item involved less than the amount required to be insured, then the amount recoverable by the insured under this policy shall be reduced in such proportion as the Sum Insured bears to amount required to be insured. Provided always that such increase or decrease shall effect only after the same has been recorded on the policy by the Company.

If in the event of the occurrence of a loss, or damage it is found that the Sum insured representing the completely erected value of the property and/or of particular item involved less than the amount required to be insured, then the amount recoverable by the insured under this policy shall be reduced in such proportion as the Sum Insured bears to amount required to be insured.

### MEMO 2 - PREMIUM ADJUSTMENT

The Sum Insured under the Policy representing the complete value of the contract works shall be adjustable at completion of the construction on the basis of actual values to be declared by the insured in respect of freight and handling charges, customs dues and construction cost and difference in premium shall be met with by payment at the rate agreed to or by the insured as the case may be. Any increase or decrease in the Prime cost of materials shall not be the subject matter of premium adjustment.

### MEMO 3 - REINSTATEMENT OF SUM INSURED

In the event of loss or damage the Insurance shall notwithstanding be maintained in force during the period of insurance for the Sum Insured the Insured undertaking to pay a pro-rata additional premium on the full amount of each claim for the loss or damage from the date of such loss to the expiry of the period of Insurance.

### MEMO 4 - BASIS OF LOSS SETTLEMENT

In the event of any loss or damage the basis of any settlement under this Policy shall be -

- a) in the case of damage which can be repaired the cost of repairs necessary to restore the property to their condition immediately before the occurrence of the damage less salvage.
- b) in the case of a total loss - the actual value of the property immediately before the occurrence of the loss less salvage: however, only to the extent the cost claimed has to be borne by the Insured and to the extent they are included in the Sum Insured and provided always that the provisions and conditions have been complied with. All damages, which can be repaired, shall be repaired, but if the cost of repairing any damage equals or exceeds the value of the property immediately before the occurrence of the damage, the settlement shall be made on the basis provided for in b) above. The cost of any provisional repairs will be borne by the Company if such repairs constitute part of the final repairs and do not increase the total repair expenses.

The cost of any alterations, additions and/or improvements shall not be recoverable under this Policy.

### MEMO 5 - EXTENSION OF COVER

Any extra charges incurred for overtime, work on holidays, express freight (excluding air freight) are not covered by this insurance unless agreed upon at an additional premium to be prescribed by the Company.

### MEMO 6 - CONSTRUCTION PLANT AND MACHINERY

Loss of or damage to Construction Plant and Machinery excludes loss or damage directly caused by its own explosion or its own mechanical or electrical breakdown or derangement.

### MEMO 7 - SURROUNDING PROPERTY

Loss of or damage to property located on or adjacent to the site and belonging to or held in care custody or control of the Principal(s) or the Contractor(s) shall only be covered if occurring directly due to the construction of the items insured under Section I and happening during the period of cover, and provided that a separate Sum therefore has been entered in the Schedule under Section I, for Principal's surrounding specified property. This cover does not apply to construction/erection machinery, plants and equipment.

#### **MEMO 8 - MAJOR PERILS/AOG PERILS**

The major peril/Acts of God claims shall mean claims arising out of -

- Earthquake - Fire & Shock
- Landslide/Rockslide/Subsidence
- Flood/Inundation
- Storm/Tempest/Hurricane/Typhoon/Cyclone/Lightning or other atmospheric disturbances.
- Collapse
- Water damage for 'wet' risk i.e. contract involving works in rivers,canals,lakes or sea.

#### **MEMO 9 - REINSTATEMENT OF THE INDEMNITY LIMIT**

Reinstatement of the indemnity limit on payment of additional premium after occurrence of claim can be allowed for extensions like express freight, overtime, surrounding property, airfreight. However, in respect of Third Party Liability, reinstatement can be allowed upto overall limit of ₹ 1 crore during entire Policy period.

#### **MEMO 10 - THIRD PARTY LIABILITY**

Third party liability (TPL) cover cannot be granted during extended maintenance.

### **SECTION II - THIRD PARTY LIABILITY**

The company will indemnify the insured against -

- legal liability for accidental loss or damage caused to property of other persons including property held in trust by or under custody of the Insured for which he is responsible excluding any such property used in connection with construction thereon.
- legal liability (liability under contract excepted) for fatal or non-fatal injury to any persons other than the Insured's own employees or workmen or employees of the owner of the works or premises or other firms connected with any other construction work thereon, or members of the Insured's family or of any of the aforesaid; directly consequent upon or solely due to the construction of any property described in the Schedule.

Provided that the total liability of the Company during the period of Insurance under this cause shall not exceed the limits of Indemnity set opposite thereto in the Schedule.

In respect of a claim for compensation to which the indemnity provided herein applies, the Company will, in addition, indemnify the Insured against -

- all costs and expenses of litigation recovered by any claimant from the Insured.
- all costs and expenses incurred with the written consent of the Company.

The exclusion contained in paragraphs (d), (f) & (g) in Section I of this Policy shall apply also to this Section.

#### **EXCLUSIONS TO SECTION II -**

The Company will not indemnify the Insured in respect of -

- The Excess stated in the Schedule to be borne by the Insured in any one occurrence related to property damage.
- Expenditure incurred in doing or redoing or making good or repairing or replacing anything covered or coverable under Section I of this Policy;
- Liability consequent upon -
  - bodily injury to or illness of employees or workmen of the Contractor(s) or the Principal(s) or any other firm connected with the project which or part of which is insured under Section - I, or members of their families;
  - loss of or damage to property belonging to or held in care custody or control of the Contractor(s), the Principal(s) or any other firm connected with the project which or part of which is insured under Section - I, or an employee or workman of one of the aforesaid;
  - any accident caused by vehicles licensed for general road use or by waterborne vessels or aircraft;
  - any agreement by the insured to pay any sum by way of indemnity or otherwise unless such liability would have attached also in the absence of such agreement.

#### **CONDITIONS APPLYING TO SECTION II -**

- No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company who shall be entitled, if they so desire, to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute for their own benefit in the name of the Insured any claim for indemnity or damage or otherwise and shall have full discretion in the conduct of any proceeding or in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require.
- The company may, so far as any accident is concerned, pay to the Insured the limit of indemnity for anyone accident/anyone period, but deducting therefrom in such case any sum/s already paid as compensation in respect thereof or any lesser sum for which the claim or claims arising from such accident can be settled and the company shall thereafter be under no further liability in respect of such accident under this section.