

ERECTION ALL RISKS INSURANCE POLICY			Engg 06
SCHEDULE			
Policy No: 5006/200209756/00/000 (TRUE COPY)		Issued At: Mumbai Date: 08/06/2020	
A) Name & Address of the Insured :		LARSEN & TOUBRO LIMITED AND M S.BANGALORE WATER SUPPLY AND SEWERAGE BOARD Ecc Division,No:979,Mount Poonamalle High Road,Chennai-600089 Chennai Tamil Nadu Pin- 600089	
B) Name & Address of the Principal :		M/s.Bangalore Water Supply and Sewerage Board Office of the chief engineer, Kaveri, 51 Floor, Cauvery Bhavan, K.G Road, Bangalore 560 009	
C) Name & Address of the Contractor :		LARSEN & TOUBRO LIMITED 1st & Second Floor, No19-4/5, Larsen & Toubro Ltd, Bangalore, Bengaluru(Bangalore) urban, karnataka, 560001	
Hypothecation Details		As per Annexure attached	
D)Site of Erection/Storage:		BANGALORE CITY---,---560009----KARNATAKA--BANGALORE	
E) Period of Insurance :		From: 21/01/2020 Time: 00:00 Hours To Midnight of 20/07/2022 (30 Months including 1 month of Testing Period) + 12 months of extended maintenance Not Liable From: 21/01/2020 To Midnight: 16/03/2020 (both days inclusive)	
Premium Break Up	(Rs.)	Premium (Rs.)	
*Total Premium	(Rs.)	1,078,918.84	
*Premium value mentioned above is inclusive of taxes applicable			
F) Nature of Project		LE191130-Bangalore Water Supply and Sewerage Project (Phase-3)CP-09 City Trunk Main along Eastern Route under JICA Loan ID-P266, Total Stretch of the Project s 54 Kms. Pipe Line - MS Pipe 801 mm ID x 6 mm, MS Pipe 1001 mm ID x 7 mm, MS Pipe 1301 mm ID x 9 mmn MS Pipe 1601 mm ID x 11 mm and MS Pipe 2201 mm ID ID x 14 mm.	

Block 1: Sum Insured Details (Currency INR)

Insured Items	Sum Insured Details (Currency INR)
Section I - Material Damage 1.Plant & Equipments to be erected (Brief Details) : 2.Landed Cost of Imported machinery as at Factory site at exchange Rate 1.00(sub divided as under)- (I)Invoice Cost (II)Freight Insurance, handling, clearing & forwarding charges upto factory site (III)Customs Duty 3.On machinery fabricated or manufactured in India (sub divided as under)- (I) Invoice Cost including insurance, handling clearing and transport upto factory site (II) Freight 4.On Cost of Erection including salaries of all Foreign and Indian Technicians and Wages of all skilled and unskilled labour employed at Factory Site during erection 5.On Building in which the above Plant and Machinery is to be erected- (I) Permanent Civil Engineering Works (II) Temporary Works 6.Free issue materials, services and labour supplied by the Principal	INR4,354,000,000.00
Total for Section I	INR 4,354,000,000.00
Section II - Third Party Liability	
Limit of Indemnity	
a) For any one accident	INR 250,000,000.00
b) For all accidents during the period	INR 250,000,000.00

G)Deductibles for Section I and II-

a)For Storage & Erection Claims	5% of Claim amount Subject to minimum of INR 75,000.00
b)For Testing Period Claims	5% of Claim amount Subject to minimum of INR 200,000.00
c)For Act of God claims	10% of Claim amount Subject to minimum of INR 200,000.00
d)For Fire/Explosion Claims	20% of Claim amount Subject to minimum of INR 200,000.00
e)Third Party Liability Excess	
I.Bodily Injury Claims	Nil
II.Property Damage Claims	The Policy Excesses (Normal/Testing Periods) should apply for Third Party Liability Property Damage Claims. For Third Party Liability claims arising out of Acts of God Perils, the Excess applicable to AOG claims should apply.

H) Additional Covers :

S. No.	Endorsement Description	Limit of Indemnity	Deductible
1	Escalation Cover	1,306,200,000.00	Applicable as per Section - I
2	free Automatic Reinstatement Cover	435,400,000.00	
3	Additional Custom Duty	100,000,000.00	Applicable as per Section - I
4	TPL Cover With Cross Liability Extension within Geographical Limit Of India During Maintenance	250,000,000.00	
5	Removal Of Debris	250,000,000.00	Applicable as per Section - I
6	Extended Maintenance Cover	4,354,000,000.00	Applicable as per Testing claims excess
7	Design Defect (DE-4)	4,354,000,000.00	5 Times AOG Excess
8	Earthquake Cover (Full cover)	4,354,000,000.00	Applicable as per Section - I

I) Installment Schedule:

Installment No.	Currency	Due date	Installment amount Excluding. Taxes & terrorism	Terrorism Premium	Taxes *	Total Installment Amount*	Status
1	INR	08/JUN/2020	914,338.00	0.00	164,580.00	1,078,918.00	Collected
2	INR	21/JUN/2020	723,853.00	0.00	-		-Uncollected
3	INR	20/NOV/2020	723,853.00	0.00	-		-Uncollected
4	INR	22/APR/2021	723,853.00	0.00	-		-Uncollected
5	INR	21/SEP/2021	723,853.00	0.00	-		-Uncollected

* The installment amount is subject to change subject to change in prevalent taxes at actual installment collection date

J) Coinsurance Details :

S. No.	Company Name	Share %age
1	ICICI LOMBARD GENERAL INSURANCE COMPANY LTD.	50
2	ROYAL SUNDARAM GENERAL INSURANCE COMPANY LIMITED	25
3	RELIANCE GENERAL INSURANCE COMPANY LTD.	25

K) Clause

- 1 Subject to End 118 - DE 4 cover attached herewith
- 2 Subject to End 120 - Waiver of contribution Clause attached herewith.
- 3 Subject to End 10/e - Loss Minimisation Expenses attached herewith.
- 4 Subject to End 7/f - Clearance and removal of debris attached herewith.
- 5 Subject to End 11/aa - Owners surrounding property with FLEXA attached herewith.
- 6 Subject to End 12/d - Free automatic reinstatement clause attached herewith
- 7 The cover for Earthquake is excluded under the policy
- 8 Subject to End 13/i - Cross Liability attached herewith
- 9 Subject to Subject to End 123 - Terrorism Damage Exclusion attached herewith.
- 10 Subject to End 14/i - Waiver of Subrogation attached herewith
- 11 Subject to End 16/n - Extended Maintenance Cover attached herewith
- 12 Subject to End 2/q - Special conditions concerning fire fighting facilities attached herewith
- 13 Subject to End 112 - Crop, forests, cultivated areas attached herewith
- 14 Subject to End 136 - Safety measures with respect to precipitation flood and inundation attached herewith
- 15 Subject to End 29 - Increased customs duty attached herewith
- 16 Subject to End 121 - Continuity of cover during operational phase attached herewith
- 17 Subject to End 35- Agreed Bank Clause attached herewith
- 18 Subject to End 101 - Civil Engineering Works attached herewith
- 19 Subject to End 111 - Safety Measures attached herewith
- 20 Subject to End 4/c - 72 hours Clause attached herewith.
- 21 Subject to End 110 - Concerning storage attached herewith.
- 22 Subject to End 5/g - Professional Fees attached herewith.
- 23 Subject to End 6/k - Escalation clause attached herewith.
- 24 Subject to End 8/b - 50:50 Clause attached herewith.
- 25 Subject to End 119 - Third Party Liability attached herewith.
- 26 Subject to Subject to End 133 - Expediting cost upto 30% of net claim amount attached herewith.
- 27 Subject to End 114 - Existing underground cables attached herewith
- 28 Subject to End 102 - Endorsements for Fire/Explosion claims and Fire Fighting 1 attached herewith
- 29 Subject to End 115 - Special Conditions for open trenches during laying of pipelines ducts and cables attached herewith

L) Condition :

- 1 Cover for Doka materials / Shuttering & scaffolding and other materials including consumables, spares, sheet piles, mivan materials, plywoods etc and Contractor's Tools & tackles, small tools, small machineries including welding machines, welding generators, welding rectifiers etc is on Market Value basis (if it is part of sum insured)
- 2 No Second Hand/Used/Old Machineries are covered under the scope of Policy
- 3 Description of sum insured should be read as per annexure attached
- 4 Offsite storage/fabrication (within India) (MR 013 Property in off-site storage)-up to Sum Insured in aggregate (INR 50 crores at anyone location)
- 5 It is hereby understood and agreed that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, it is warranted that the Policy extends to cover loss of or damage to parts of the insured contract works taken over or put into service only if such loss or damage emanates from the construction of the items insured under Section I and happens during the Period specified below. The indemnity provided herein shall be subject to the limit of indemnity and deductible as specified below. Limit of indemnity: - 10% of Project Sum Insured, Deductible: - Applicable for AOG Period Excess
- 6 Clearance & Removal of debris including cost of demolition, slush removal, dewatering, loss prevention/minimisation and other expenses covered upto INR 250000000 AOA and in aggregate
- 7 All property on the site of nuclear power station whether related to generation of nuclear energy or not, are excluded from scope of this insurance
- 8 Professional Fees
- 9 Special conditions for open trenches during laying of pipelines ducts and cables - Maximum Open Trench Limit \leq 5 Kms
- 10 Continuity of cover during operational phase for Unit/Plant for 1 Months
- 11 Extended Maintenance cover for 12 Months
- 12 Design Defect - 4 of Munich Re for MEP Works & Design Defect - 3 of Munich Re for Civil Works
- 13 STFI included
- 14 Multiple insured clause attached herewith - It is hereby understood and agreed, subject otherwise to the terms, conditions and exclusions of the Policy and endorsed hereon and subject to the Insured having paid the agreed additional premium that if the Insured comprises of more than one party each operating as a separate and distinct entity, this Policy shall, unless otherwise provided for in the Policy, apply as if a separate Policy had been issued to each of these parties provided always that the Company's overall liability towards the parties that constitute the Insured shall not exceed the Sum Insured and any limits of indemnity specified in the Schedule or endorsed upon the Policy. Any payment made by The Company to any Insured party as a result of an occurrence of loss or damage shall reduce, by the amount of that payment, the Company's liability towards all insured parties that constitute the Insured arising from that occurrence under this Policy
- 15 Cessation of Works covered upto 6 Months - Notwithstanding anything contained herein to the contrary, it is hereby agreed and declared that should the work insured or any part thereof be entirely stopped by any cause whatsoever and the Insured give notice thereof, the cover under the policy shall continue without interruption, provided that the insured shall take reasonable precautions to protect the work from physical loss or damage during the period of cessation. The cover for such Cessation of work shall be for a maximum of 60 days in the aggregate
- 16 Waiver of subrogation is limited to Contractors and principal only and not for others
- 17 Any type of mid-term participation in existing project policy of other insurance company/stand-alone project period extensions post cancellation/expiration of existing policy with other insurance company will stand excluded from scope of cover
- 18 Deductible for All works in water, dams, canals, hydro power projects, tunnels, irrigation systems, caverns - For Normal claims - 5% of claim amount subject to minimum of INR 2250000, For Testing/Maintenance period claims - 5% of claim amount subject to minimum of INR 7500000, For Major Peril/AOG claims - 10% of claim amount subject to minimum of Testing Period Excess and Fire/Explosion Claims - 10% of claim amount subject to minimum of testing period excess
- 19 Communicable Disease Exclusion Endorsement [Part 1 of 2] 1. Notwithstanding any provision, clause or term of this [insurance Contract] to the contrary, this [insurance Contract] 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 to 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)
- 20 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.
- 21 Communicable Disease Exclusion Endorsement [Part 2 of 2] 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 insured 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 this [insurance Contract]. 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 this [insurance Contract] 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 this [insurance Contract] (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, this [insurance Contract] by whatever name called like any coverage extension, additional coverage, global extension, exception to any exclusion)

22 (2) any change in the law, clause or similar provision

23 (3) any follow the fortunes clause or similar provision

24 and/or (4) no change in the law or any regulation (to the extent permitted by applicable law), shall operate to provide any insurance, coverage or protection under this [insurance Contract] that would otherwise be excluded through the exclusion set forth in this [Endorsement][Clause]. 6. If the [insurer] alleges that by reason of this [Endorsement][Clause] any amount is not covered by this [insurance Contract] the burden of proving the contrary shall rest in the [insured].

25 Loss Minimisation Expenses

26 Expediting cost including Air Freight and Express Freight - Upto 30% of net claim amount

27 Free automatic reinstatement clause - Upto 10% of SI

28 Cover for Valuable Documents upto INR 10000000

29 Owners' surrounding property Above 10% of Policy SI with FLEXA risks upto Project SI

30 Subject to End - 110 Concerning Storage attached herewith upto a limit of INR 1 Cr. per location

31 Subject to End 136 - Safety measures with respect to precipitation flood and inundation covered for 25 years return period

32 Amendment in Fire fighting endorsement wording

33 Labour Shed proposed to cover under the policy is exclusively occupied by Insured

34 Special Conditions for open trenches during laying of pipelines, ducts & cables - 5 Kms

35 Munich Re Endorsement 110 Special conditions concerning safety measures with respect to precipitation, flood and inundation

36 Underground Works are excluded from the scope of policy (except laying of Pipe line, Duct Lines, Electrical Cable & Drain system

37 The Excess for Theft & Burglary claims shall be read as - 25 % of claim amount subject to minimum of Rs.150,000 not anywhere mentioned in the policy

38 Any Works in Water including Offshore stands excluded from the scope of cover. Works in water bodies even during dry season in river, pond, Water Holding/containing bodies etc will also be considered as works in water & will attract necessary endorsement towards the same. It is to be noted that any loss or damage to construction works in such water Holding/containing bodies will attract the Wet Risk deductible.

39 Munich Re Endorsement 104 Special conditions concerning the construction of dams and water reservoirs

40 Munich Re Endorsement 110 Special conditions concerning safety measures with respect to precipitation, flood and inundation

41 Amendment in Fire fighting endorsement wording

42 Special Conditions for open trenches during laying of pipelines, ducts & cables - 5 Kms

M) Warranty

1 Munich Re Wet Risk Endorsement will be applicable and Cover for wer risk is around INR 15000000

2 Policy shall stand canceled ab intio in the event of non-realization of the premium

3 In the event of total loss claim being honored, the claimed amount will be paid after deducting the unpaid premium installments

Subject otherwise to terms and conditions of **Erection All Risks** Insurance Policy

In witness whereof the undersigned acting on behalf and under the Authority of the Insurer that hereunder set his hand at Mumbai on this date 08-06-2020 .



Authorised Signatory
ICICI Lombard General Insurance
Company Ltd.

GSTIN Reg. No: 33AAACI7904G2ZT

IL GIC GSTIN Address : Second and Third Nungambakkam High Road Chottabhai Centre Chennai Tamil Nadu 600034

HSN/SAC code : 9971 - GENERAL INSURANCE SERVICES

The stamp duty of Rs. 0.50 /- paid in cash or by demand draft or by pay order, vide Reciept/challan no. CSD356202011872020 dated 17/03/2020 .

Annexure:Hypothecation/Financier Details

Sr.No.	Name Of Bank
1	Not Applicable

ERECTION ALL RISKS INSURANCE ENDORSEMENT
END-110 CONCERNING STORAGE -

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 of or damage to the Insured items during storage upto a value per storage unit not exceeding the equivalent of the limit as specified in the schedule.

The individual storage units shall be either atleast 50 m apart or separated by fireproof walls.

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.

ERECTION ALL RISKS INSURANCE ENDORSEMENT

END-2/q 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 limit as specified in the schedule per storage unit. The individual storage units must either be at least 10 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. 10 Crores 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.
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ERECTION ALL RISKS INSURANCE ENDORSEMENT

END-29 INCREASED CUSTOMS DUTY

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, this insurance shall be extended to cover the increased Customs Duty rate payable on the replacement supplies over and above the Customs Duty taken into account while arriving at the sum insured of the affected item.

Provided always that such additional duty is incurred in connection with any loss or damage to the insured items recoverable under the policy and provided further that the amount payable hereunder shall not exceed Rs the limit as specified in the policy schedule. . in the aggregate.

Each and every claim payable under this extension shall be subject to an excess of 5% of the Additional Customs Duty incurred over and above the excess normally applicable.

ERECTION ALL RISKS INSURANCE ENDORSEMENT
END-14/I WAIVER OF SUBROGATION

It is hereby agreed and understood that otherwise subject to the terms exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers shall waive all their rights of subrogation or action which they may have or acquire against the assured and any person, firm or corporation having an association or affiliation at the time of loss with the assured through ownership or management subject hto aving been insured under this Policy.

ERECTION ALL RISKS INSURANCE ENDORSEMENT
END-8/b 50:50 CLAUSE

In respect of the subject matter Insured hereunder consigned from outside India:

- The Insured hereby undertakes to inspect each item of the subject matter Insured upon arrival at the contract site for possible damage sustained during transit.
 - In the case of packed items which are to be left in their packaging until a later date the packaging is to be visually inspected for signs of possible damage and where such damage is visible the items are to be unpacked and inspected and any damage discovered reported to the Marine Insurers.
 - Where the packaging of an item shows no visible signs of damage to such item having been sustained during transit any subsequent damage discovered upon unpacking will be dealt with by the Marine Insurers or the EAR Insurers according to whether it can be clearly established that such damage was caused before or after arrival at the contract site.
 - Where it is not possible to clearly establish whether the damage to an item was caused before or after arrival at the contract site it is hereby agreed that the cost of such damage shall be shared equally between the Marine Insurers and the EAR Insurers, provided such a clause is included in the Marine Policy also.
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ERECTION ALL RISKS INSURANCE ENDORSEMENT

END-4/c 72 HOURS CLAUSE

It is agreed that any loss of or damage to the Insured Property arising during any one period of seventy two (72) consecutive hours, caused by storm, tempest, flood or earthquake shall be deemed as a single event and therefore to constitute one occurrence with regard to the Excesses provided for herein. For the purpose of the foregoing the commencement of any such seventy two (72) hours period shall be decided at the discretion of the Insured it being understood and agreed, however, that there shall be no overlapping in any two or more such seventy two (72) hours periods in the event of damage occurring over a more extended period of time.

ERECTION ALL RISKS INSURANCE ENDORSEMENT
END-10/e LOSS MINIMISATION EXPENSES

If upon the happening of any peril hereby insured resulting in actual damage to the Insured Property the Insured shall take all steps to minimise further loss or damage arising from that occurrence or accident, expenses necessarily and reasonably incurred by or on behalf of the Insured in an attempt to prevent or minimise such further loss or damage will be indemnified upto a limit of 30% of the net claim amount per any one occurrence and the limit of indemnity as specified in the schedule in the aggregate.

ERECTION ALL RISKS INSURANCE ENDORSEMENT

END-5/g PROFESSIONAL FEES CLAUSE

The Indemnity provided by this Policy is extended to include Architects, Surveyors and Consulting Engineers or other Professional Fees necessarily incurred in the reinstatement of the Insured Property consequent upon loss or damage but not for preparing any claim, it being understood that the amount payable for such fees shall not exceed those authorised under the scale of the appropriate Professional Body.

The liability of the insurers under this endorsement shall in no case exceed 10% of the loss amount per any one occurrence and the limit of indemnity as specified in the policy schedule in the aggregate.

ERECTION ALL RISKS INSURANCE ENDORSEMENT

END-120 WAIVER OF CONTRIBUTION CLAUSE

It is hereby declared and agreed that the cover provided under this policy is a primary cover without any right of contribution from any other insurance

ERECTION ALL RISKS INSURANCE ENDORSEMENT

END-121 CONTINUITY OF COVER DURING OPERATIONAL PHASE

Cover for equipment which have completed test run and awaiting integral testing

It is hereby agreed and declared that not withstanding anything stated in the printed exclusions of this policy to the contrary, this insurance is extended to cover loss or damage to any of the equipment insured by this policy occasioned by any accidental cause other than those listed below:

a) i) faulty or defective design materials or workmanship inherent vice latent defect gradual deterioration deformation or distortion or wear and tear

ii) interruption of the water supply gas electricity or fuel systems or failure of the effluent disposal systems to and from the premises

unless Damage by a cause not excluded in the policy ensues and then the Insurer shall be liable only for such ensuing Damage.

b) i) collapse or cracking of buildings

ii) corrosion rust extremes or changes in temperature dampness dryness wet or dry rot fungus shrinkage evaporation loss of weight pollution contamination change in colour flavour texture or finish action of light vermin insects marring or scratching

unless such loss is caused directly by Damage to the property insured or to premises containing such property by a cause not excluded in the policy

c) i) larceny

ii) acts of fraud or dishonesty

iii) disappearance unexplained or inventory shortage misfiling or misplacing of information shortage in supply or delivery of materials or shortage due to clerical or accounting error

d) i) coastal or river erosion

ii) normal settlement or bedding down of new structures

2) Damage caused by or arising from :-

a) any willful act or willful negligence on the part of the Insured or any person acting on his behalf

b) cessation of work delay or loss of market or any other consequential or indirect loss of any kind or description whatsoever

3) Damage occasioned directly or indirectly by or through or in consequence of any of the following occurrences, namely:-

a) war invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not) civil war

b) mutiny civil commotion assuming the proportions of or amounting to a popular rising military rising insurrection rebellion revolution military or usurped power

4) i) permanent or temporary dispossession resulting from nationalisation commandeering or requisition by any lawfully constituted authority

ii) permanent or temporary dispossession of any building resulting from the unlawful occupation of such building by any person

provided that the Insurers are not relieved of any liability to the Insured in respect of Damage to the property insured occurring before dispossession or during temporary dispossession which is otherwise insured by this Policy iii) the destruction of property by order of any public authority

In any action, suit or other proceeding where the Insurer alleges that by reason of the provisions of Exclusions A3 (a) and (b) above any loss destruction or damage is not covered by this insurance the burden of proving that such loss destruction or damage is covered shall be upon the Insured.

5) Damage directly or indirectly caused by or arising from or in consequence of or contributed confiscation to by :-

a) nuclear weapons material

b) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Solely for the purpose of this Exclusion Combustion shall include any self-sustaining process of nuclear fission.

6) Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.

7) loss or damage due to electrical or Mechanical breakdown, failure, breakage or derangement, freezing of coolant or other fluid, defective lubrication or lack of oil or coolant,

The cover for the equipment will cease from the time integral testing commences or from the date specified in this endorsement whichever is earlier. All other terms and conditions of the policy remain unaltered.

Period: As specified in the schedule

ERECTION ALL RISKS INSURANCE ENDORSEMENT

END-101 CIVIL ENGINEERING WORKS

It is hereby declared and agreed, subject to the exceptions contained herein, or endorsed hereon, that this Policy is extended to cover the risks of loss or damage to property brought on to the Site of Erection for the performance of the erection contract, details of which are stated as under --

- a) All permanent Civil Engineering Works such as buildings, foundations earthwork including materials for the constructions thereon,
- b) All temporary works such as buildings, sheds (if specifically declared under the schedule)

PROVIDED that the following exclusions shall apply -

- i) loss or damage directly caused by defective workmanship material, or design or wear and tear,
- ii) loss or damage directly caused by mechanical breakdown or derangement,
- iii) loss or damage directly caused by deterioration due to lack of use or obsolescence,
- iv) any loss of property either by disappearance or by shortage if such disappearance or shortage alone is revealed during and after an inventory is made,
- v) Cessation of work whether total or partial,
- vi) loss, destruction or damage of accounts, bills, currency stamps, deeds, evidence of debt, money, notes or securities.

The exclusions of loss or damage caused by (i), (ii) and (iii) above shall be limited to the machine structure or work immediately affected and shall not extend to other work or the property lost or damaged in consequence of the defect, wear & tear, breakdown, derangement or deterioration, subject to the Condition that:-

The Insured shall take all reasonable precautions in the selection of labour and to maintain in efficient condition all tools and equipments used in connection with performance of this erection contract.

Provided that all the conditions of this Policy shall apply in all respects to the Insurance granted by this extension save in so far as the same are expressly varied hereby and any reference to loss or damage in the conditions of the Policy shall be deemed to include the perils hereby insured against.

ERECTION ALL RISKS INSURANCE ENDORSEMENT

END-111 SAFETY MEASURES -

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, damage or liability directly or indirectly caused by flood and inundation if adequate safety measures have been taken during planning and execution of the project.

Adequate safety measures in this context shall mean that the average monthly rainfall, flood and inundation hazard as known from statistics of the competent meteorological offices for the respective month and location has been taken into account.

ERECTION ALL RISKS INSURANCE ENDORSEMENT

END-112 DAMAGE TO CROPS, FORESTS ETC.

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 not indemnify the Insured for loss, damage or liability directly or indirectly caused to crops, forests and/or any cultures during the execution of the contract works.

ERECTION ALL RISKS INSURANCE ENDORSEMENT

END-133 EXPEDITING COST INCLUDING AIR FREIGHT AND EXPRESS FREIGHT UP TO 30% OF NET CLAIM AMOUNT

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurer shall indemnify the insured, extra charges for Overtime, Night Work, work on Public Holidays and Express freight (including Air Freight).

Provided always that such extra charges are incurred in connection with any loss of or damage to the insured items recoverable under the Policy.

If the sum(s) insured of the damaged item(s) is/are less than the amount(s) required to be insured, the amount payable under this Endorsement for such extra charges shall be reduced in the same proportion.

Provided always that payable shall exceed 30% of net claim amount per any one occurrence and that the indemnity in respect of Air Freight shall be subject to an additional excess of 5% of the Air Freight incurred per claim.

ERECTION ALL RISKS INSURANCE ENDORSEMENT
END-13/i CROSS LIABILITY COVER

The following endorsement should be used for the purpose -

'It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the policy or endorsed thereon and subject to the insured having paid the agreed extra premium, the Third party Liability Cover of the policy shall apply to the insured parties named in the Schedule as if a separate policy had been issued to each party, provided the Company shall not indemnify the insured under the Endorsement in respect of liability for -

- i) loss of or damage to items insured or insurable under Section 1 of the policy even if not recoverable due to excess or any limit,
 - ii) fatal or non-fatal injury or illness of employees or workmen who are or could have been insured under workmen's compensation and / or employer's liability insurance.
 - iii) The Insurer's total liability in respect of the insured parties shall not however exceed in the aggregate for any one accident or series of accidents arising out of one event the limit of indemnity stated in the Schedule'.
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ERECTION ALL RISKS INSURANCE ENDORSEMENT

END-136 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 idemnifiable.

ERECTION ALL RISKS INSURANCE ENDORSEMENT

END-11/aa OWNERS SURROUNDING PROPERTY WITH FLEXA

It is hereby declared and agreed that the insured having paid the extra premium the policy extends to cover loss of or damage to property located on or adjacent to the Project 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 erection, construction or testing of the items insured under Section I and happening during the period of cover. This cover does not apply to Construction / Erection Machinery, Plant and Equipment, Temporary Buildings and Temporary site installations.

Limit of indemnity shall be as specified in the policy schedule

ERECTION ALL RISKS INSURANCE ENDORSEMENT

END-118 DEFECTIVE PART EXCLUSION DE4(1995)

This Policy excludes loss of or damage to any of the cost necessary to replace, repair or rectify

(a) Any component part or individual item of the Property Insured which is defective in design plan specification materials or workmanship.

(b) Property Insured lost or damage to enable the replacement repair or rectification of Property Insured excluded by (a) above Exclusion (a) above shall not apply to other parts or items of Property Insured which are free from defect but are damaged in consequence thereof.

For the purpose of the Policy and not merely this Exclusion the Property Insured shall not be regarded as lost or damaged solely by virtue of the existence of any defect in design plan specification materials or workmanship in the Property Insured or any part thereof.

ERECTION ALL RISKS INSURANCE ENDORSEMENT

END-102 FIRE/EXPLOSION CLAIMS AND FIRE FIGHTING-1

- i) Applicable for all risks including hydrocarbon-processing risks. [Complying with only minimum Requirements of i.e. 11A I (I to XII)- Rules for Fire Protection for Construction / Erection Sites- applicable to all risks irrespective of Sum Insured].

Notwithstanding the conditions, provisions and other endorsements of the Policy, it is agreed and understood that the company shall indemnify the Insured in respect of any loss or damage caused by Fire/Explosion only if the following requirements are fulfilled.

- i) One portable fire extinguisher of Soda Acid or water type for every 300-sq.m of storage/erection site area or small bore hose reels as per Section 4 of F.P. Manual shall be provided. The location of fire extinguishers shall be conspicuously marked by clearly visible signs. Checking and maintenances at regular intervals shall be recorded.
- ii) Trained fire fighting squad shall be maintained for the site.
- iii) Watch and Ward facility shall be provided round the clock at the site.
- iv) One fire engine of 400 GPM x 100 PSI shall always be stationed at site.
Note - Not applicable to policy with Sum Insured upto Rs.50 Crores.
- v) Materials and equipments stored in buildings (sheds) or in open area shall be divided into sub-units with the value, which shall not exceed 10% of the sum insured or Rs. 50 Crores whichever is less. Wherever value of a single equipment stored exceeds this limit, its value, shall be taken as the limit. The sub-units in open area shall be separated from each other by a distance of atleast 15 meters.
In case of storage buildings, firewalls of 9" thickness carried upto roof shall be erected without any wall openings between the sub-units.
- vi) Packing materials, scaffolding etc. combustible materials and liquids and explosive substances should be stored at a 30-m safe distance from other buildings, plants and stores.
- vii) Utmost attention should be paid to good house keeping such as -
 - i) Orderly storage;
 - ii) Periodic removal of combustible packing material, either by burning on site at a safe distance of 100 M away or removal from the site;
 - iii) Clean - up of site atleast once a week.
- vii) Open flame work (welding, cutting etc.) requires utmost caution. All combustible materials lying about must be removed or covered.
- viii) Grass and/or any other vegetation in and around the site are regularly removed.
- ix) 'No smoking' rules must be enforced in areas exposed to fire (stores etc.) and in the vicinity of hazardous operations.
- x) Living quarters should be well separated (100 M away) from construction site.

It is further agreed and understood that the company shall not be liable for deductible as mentioned in the schedule for each and every claim on account of Fire/Explosion.

ERECTION ALL RISKS INSURANCE ENDORSEMENT

END-102 FIRE/EXPLOSION CLAIMS AND FIRE FIGHTING-2

- ii) Applicable for all risks including hydrocarbon-processing risks
- i) Notwithstanding the conditions, provisions and other endorsements of this Policy, it is agreed and understood that the company shall indemnify the Insured in respect of any loss or damage caused by Fire/Explosion only if the following requirements are fulfilled.
- ii) One portable fire extinguisher of Soda Acid or water type for every 300 sq. m storage/erection site area or small bore hose reels as per Section 4 of F.P. Manual shall be provided. The location of fire extinguishers shall be conspicuously marked by clearly visible signs. Checking and maintenance at regular intervals shall be recorded.
 - iii) One fire engine or two trailer pumps of 400 GPM x 100 PSI shall be provided for every 10,000 sq. m of largest storage site with maximum of two fire engines or 4 trailer pumps. In case of Trailer pumps vehicular arrangements shall be available for towing them.
 - iv) Static water tanks of atleast 10,000 gallons capacity shall be provided, which shall be so placed that no part of storage/erection site lies beyond 100 M of atleast 2 tanks (50 M in case of storeyed structures).
OR
Alternatively a temporary hydrant system with atleast 4" dia. hydrant shall be laid which shall always be pressurized to 1.0 KSC from where Fire Engines/Trailer pumps can draw their supply from a double hydrant (DH). Each DH may be taken as equivalent to a static water tank described above. Pumping capacity of the general water supply shall not be less than the aggregate pumping capacity of trailer pumps and/or fire engine. Storage of general water supply shall be in excess of 1,00,000 litres.
 - iv) 36 hoses, 15 M long and 18 nozzles shall be provided to ensure that all parts of the contract works can be reached with water.
 - vi) Trained fighting squad consisting of atleast 8 persons per shift shall be maintained at the site.
 - vii) Plans giving detailed proposal shall be submitted for prior approval of the committee. The risk shall be inspected by TAC Engineers before sanctioning of above discount.
 - viii) Watch and Ward facility shall be provided round the clock at the site.
 - ix) Materials and equipments stored in buildings (sheds) in open area shall be divided into sub-units with the value, which shall not exceed 10% of the sum insured or Rs. 50 Crores whichever is less. Wherever value of a single equipment stored exceeds this limit, its value, shall be taken as the limit. The sub-units in open area shall be separated from each other by a distance of atleast 15 metres.

In case of storage buildings, firewalls of 9" thickness carried upto roof shall be erected without any wall openings between the sub-units.

- x) Packing materials, scaffolding etc. combustible materials and liquids and explosive substances should be stored at a 30 M safe distance from other buildings, plants and stores.
- xi) Utmost attention should be paid to good house keeping such as -
 - i) Orderly storage;
 - ii) Periodic removal of combustible packing material, either by burning on site at a safe distance of 100 M away or removal from the site;
 - iii) Clean - up of site atleast once a week.
- xii) Open flame work (welding, cutting etc.) requires utmost caution. All combustible materials lying around must be removed or covered.
- xiii) Grass and/or any other vegetation in and around the site are regularly removed.
- xiv) 'No smoking' rules must be enforced in areas exposed to fire (stores etc.) and in the vicinity of hazardous operations.
- xv) Living quarters should be well separated (100 M away) from construction site.

It is further agreed and understood that the company shall not be liable for the deductible as mentioned in the schedule for each and every claim on account of Fire/Explosion.

ERECTION ALL RISKS INSURANCE ENDORSEMENT

END-115 SPECIAL CONDITIONS FOR OPEN TRENCHES DURING LAYING OF PIPELINES DUCTS AND CABLES -

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the policy or endorsed thereon, the Insurers will indemnify the Insured for any loss or damage due to storm, rainfall, flood, inundation such as sanding, silting up, mudding up, erosion, collapse and floating up of pipes, ducts or cables, sustained by completely or partly excavated open trenches and/or items laid therein, upto a maximum length of 3 kms open trench only one loss event unless otherwise stated in the schedule.

The Insured shall make sure that plugging facilities are available near the pipe ends for emergency purposes and that pipe ends exposed to flooding are plugged before any interruption during idle work periods such as nights and holidays.

ERECTION ALL RISKS INSURANCE ENDORSEMENT

END-119 THIRD PARTY LIABILITY

The company will indemnify the insured against -

- a) 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.
- b) 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 -

- a) all costs and expenses of litigation recovered by any claimant from the Insured,
- b) 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-

The Company will not indemnify the Insured in respect of -

1. The Excess stated in the Schedule to be borne by the Insured in any one occurrence related to property damage.
2. Expenditure incurred in doing or redoing or making good or repairing or replacing anything covered or coverable under Section I of this Policy;
3. Liability consequent upon -
 - a) 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;
 - b) 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;
 - c) any accident caused by vehicles licensed for general road use or by waterborne vessels or aircraft;
 - d) 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-

1. 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.
2. 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.

ERECTION ALL RISKS INSURANCE ENDORSEMENT
END-12/d AUTOMATIC REINSTATEMENT

It is hereby declared and agreed that the insured having paid the extra premium the amount insured are always to remain at risk and shall not be reduced, so long as the aggregate of the sum paid and/or payable does not exceed the limit of indemnity as specified in the policy schedule.

**ERECTION ALL RISKS INSURANCE ENDORSEMENT
END-7/f CLEARANCE AND REMOVAL OF DEBRIS**

This Policy extends to cover costs and expenses necessarily incurred by the Insured with the consent of the Insurers in demolishing or removing debris of portions of the property insured by Section I destroyed or damaged by any peril hereby insured against upto an amount not exceeding 5% of the claim amount subject to a maximum of limit of indemnity as specified in the policy schedule per any one occurrence and the limit of indemnity as specified in the policy schedule in the aggregate.

ERECTION ALL RISKS INSURANCE ENDORSEMENT
END-6/k ESCALATION CLAUSE

It is hereby declared and agreed that the insured having paid the agreed extra premium, Company shall provide for escalation in Sum Insured under items of Section I of the Schedule attached to the policy upto as specified on the policy schedule of the original Site Value, the basis of claim settlement shall be the original site value of affected equipment/ property as insured plus increase in cost of replacement/ reconstruction, if any provided that the increase in the value of such equipment/ property does not exceed as specified on the policy schedule of the original site value as insured.

It is also hereby declared and agreed that in the event of a claim the Insured would be considered as fully insured upto the Sum Insured inclusive of as specified on the policy schedule increase as per selected escalation and underinsurance would apply only in the event of the cost of replacement / reconstruction of the affected equipment/property exceeding the original value as insured inclusive of selected as specified on the policy schedule towards escalation.

It is however understood and agreed that the premium collected against escalation provision shall not be subject to refund of premium as provided in the premium adjustment clause.

It is further understood and agreed that in case of additional premium chargeable during final adjustment, additional escalation premium will be charged to the insured but in case of any premium refundable during final adjustment no refund shall be allowed against the escalation premium already charged to the Insured.

ERECTION ALL RISKS INSURANCE ENDORSEMENT
END-16/n EXTENDED MAINTENANCE COVER

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and Insured having paid the agreed extra premium this insurance shall be extended for the maintenance period specified hereunder to cover loss of or damage to the contract works.

- Caused by the insured contractor(s) in the course of the operations carried out for the purpose of complying with the obligations under the maintenance provisions of the contract.
- Occurring during the maintenance period, provided such loss or damage was caused on the site during the erection period before the certificate of completion for the lost or damaged section was issued.

Maintenance Period as as specified in the policy schedule.

ERECTION ALL RISKS INSURANCE ENDORSEMENT

END-35 AGREED BANK CLAUSE

It is hereby declared and agreed, subject otherwise to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, that upon any monies becoming payable under this policy the same shall be paid by the Company to the Bank and such part of any monies so paid as may relate to the interests of other parties insured hereunder shall be received by the Bank as Agents for such other parties.

That the receipts of the Bank shall be complete discharge of the Company there-off and shall be binding on all the parties insured hereunder.

N.B: The Bank shall mean the first named Financial Institution/ Bank named in the policy.

That if and whenever any notice shall be required to be given or other communication shall be required to be made by the Company to the insured or any of them in any manner arising under or in connection with this policy such notice or other communication shall be deemed to have been sufficiently given or made if given or made to the Bank.

That any adjustment, settlement, compromise or reference to arbitration in connection with any dispute between the Company and the insured or any of them arising under or in connection with this policy if made by the Bank shall be valid and binding on all parties insured hereunder but not so as to impair rights of the Bank to recover the full amount of any claim it may have on other parties insured hereunder.

That this insurance so far only as it relates to the interest of the Bank therein shall not cease to attach to any of the insured property by reason of operation of condition 3 of the Policy except where a breach of the condition has been committed by the Bank or its duly authorised agents or servants and this insurance shall not be invalidated by any act or omission on the part of any other party insured hereunder whereby the risk is increased or by anything being done to upon or any building hereby insured or any building in which the goods insured under the policy are stored without the knowledge of the Bank provided always that the Bank shall notify the Company of any change of ownership or alterations or increase of hazards not permitted by this insurance as soon as the same shall come to its knowledge and shall on demand pay to the Company necessary additional premium from the time when such increase of risks first took place and

It is further agreed that whenever the Company shall pay the Bank any sum in respect of loss or damage under this policy and shall claim that as to the Mortgagor or owner no liability therefore existed, the Company shall become legally subrogated to all the rights of the Bank to the extent of such payments but not so as to impair the right of the Bank to recover the full amount of any claim it may have on such Mortgagor or Owner or any other party or parties insured hereunder or from any securities or funds available.

N.B: In cases where the name of any Central Government or State Government owned and / or sponsored Industrial Financing or Rehabilitation Financing Corporations and /or Unit Trust of India or General Insurance Corporation of India and/or its subsidiaries or LIC of India/ any Financial Institution is included in the title of the Fire Policy as mortgagees, the above Agreed Bank Clause may be incorporated in the Policy substituting the name of such institution in place of the word 'Bank' in the said clause.



Co-Insurance Clause

1. It is hereby declared and agreed that insurers named hereunder severally agree and accept the following for the proportion set against its name:
- 1.1 In event of any claim being admissible by the insurer towards the liability, to pay or make good to the insured the value of the property at the time of the happening of its loss or destruction or the amount of such damage thereto as provided for under the policy and or
 - 1.2 To indemnify the insured against liability at law or damage to any property or injuries to persons as provided for under the policy

2 Co-insurance Schedule:

Sr.No.	Name of the Company	Share (%)	Type
1	ICICI LOMBARD GENERAL INSURANCE COMPANY LTD.	50	Leader
3	RELIANCE GENERAL INSURANCE COMPANY LTD.	25	Follower
2	ROYAL SUNDARAM GENERAL INSURANCE COMPANY LIMITED	25	Follower

3. Conditions forming part of this clause

It is hereby agreed and understood that:

- 3.1 The Insured in exercise of his option has after having understood the implications, selected the above named lead Insurer and the named Co-insurers vide sr. Nos. of the co-Insurance schedule as in point no. 2 under the policy.
- 3.2 The duties of insured would devolve upon the authorized intermediary licensed by IRDA (referred to as authorised representative here after) where the insured appoints such authorized intermediary to transact on his behalf with the insurer/s.
- 3.3 It shall be the responsibility of the insured or his authorised representative licensed by IRDA to decide on the panel of co-insurers and their respective shares of the risk herein as set out in co-insurance share under paragraph 2 above and communicate the same to all such participating co-insurers, prior to assumption of risk.
- 3.4 The lead Insurer shall finalise the terms and conditions applicable to the risk in the form of an underwriting slip with a unique code to be handed over to the Insured/Authorised intermediary.
- 3.5 It shall be the responsibility of the insured or his authorized representative to ensure that all insurers listed in the co-insurance schedule under paragraph 2 above, are fully aware of the terms and conditions of this policy and shall secure their unqualified acceptance of such terms and conditions prior to issuance of cover and inclusion of names of insurers in this co-insurance arrangement.
- 3.6 During the currency of the policy, if there are any material changes in risk or as changes in original terms and conditions such as variation in Sum Insured, changes in premium charged, extension of policy period, etc., the same shall be communicated by the insured or his authorised representative giving sufficient advance notice of 7 days to the leader as well as all other participating co-insurers listed in the co-insurance schedule under paragraph 2 above and procure confirmation thereon. The endorsement to this effect shall be executed by the lead insurer under advice to all other participating co-insurers.
- 3.7 The liability of the insurers shall in no case exceed in respect of each item of the sum expressed in the set schedule to be insured thereon or in the all, the total sum insured hereby or sums as may be substituted thereof by endorsement.

"In the event of any of the Coinsurers chosen by the Insured as per Paragraph 3.1 above and listed in coinsurance schedule , wishes to withdraw from participation in this Policy at anytime during currency, may do so after giving notice of 14 days (from date of intimation of changes in risk by Insured/ Intermediary) only in the event of following contingencies:

 - 1. Increase in Sum Insured beyond the agreed and accepted amount including escalation in Sum Insured,as recorded in the underwriting slip
 - 2. Change in Terms and conditions of Cover as agreed and accepted in the UWg Slip.

In the event of withdrawal as above by any Insurer from Coinsurance participation under the policy, the Insured shall arrange for an alternative Insurer to take care of the full share of risk vacated by the existing Insurer. In the event of Insured failing to do so, the Insured shall be considered as his own Insurer for such share of risk or part there of which is not taken up by such alternative Co- Insurer."
- 3.8 In the event of a claim under this policy, the insured shall give notice of its occurrence to the Lead Insurer with a copy to all the insurers as listed in clause 2 above.
- 3.9 Upon receipt of such notification of claim, all claim related activities including appointment of surveyors, etc shall be done by the lead insurer who shall decide the admissibility as well as quantum of the claim and the co-insurers shall abide by the same.
- 3.10 In the event of any claim being value of more than 5 crores the lead insurer can immediately demand and the following co-insurer shall pay the cash call of their proportionate share of loss.
- 3.11 In all other cases, where the Lead Insurer pays 100% of the assessed loss, the following co-insurer/s shall remit their share of the loss to the Lead Insurers within a maximum period of 21 days from the date on which the Lead Insurer makes the demand. Lead Insurer's declaration that the Claim and the amount there of was in accordance with terms and conditions of the Policy issued shall be considered sufficient by the co-insurers for the purpose of remitting their share of the loss to the Lead Insurer.
- 3.12 The co-insurers forming part of this agreement shall be entitled to demand and obtain from the Lead Insurer/Intermediaries copies of all policies, endorsements or other claim related documents relevant to this co-insurance clause.

In witness, whereof, this policy has been signed by ICICI LOMBARD GENERAL INSURANCE COMPANY LTD. General Insurance Company (Lead Insurer) for itself and as authorized agents for other participating insurers named herein Subject otherwise to the terms, exceptions, conditions and limitations of this policy.

Sanction Limitation and Exclusion Clause

No (Re) Insurer Shall be deemed to provide cover and no (Re) insurer shall be liable to pay any claim and provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (Re) Insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

ERECTION ALL RISKS INSURANCE POLICY

Whereas the Insured named in the Schedule hereto had made to ICICI Lombard 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 herein.

Now this policy of insurance witnesseth

that subject to and in consideration of the Insured having paid to the Company, the premium mentioned in the said Schedule and subject to the terms, exclusions, provisions and conditions contained herein or endorsed hereon, the Company will indemnify the Insured against sudden and unforeseen physical loss of or damage to the property 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 -

1. 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 de facto or by any public, municipal or local authority
2. Nuclear reaction, nuclear radiation or radioactive contamination.
3. Wilful act or wilful negligence of the Insured or of his responsible representative.
4. Cessation of work, whether total or partial.
5. Terrorism Damage Exclusion Warranty:

Notwithstanding any provision to the contrary within this insurance, it is agreed that this insurance 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 warranty, an act of terrorism means an act, 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), committed for political, religious, ideological or similar purpose including the intention to influence any government and/or to put the public, or any section of the public in fear.

The warranty also excludes loss, damage, cost or expenses 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 action taken in respect of any act of terrorism.

If the Company alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance, the burden of proving the contrary shall be upon the insured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

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

Terrorism Damage Exclusion Warranty:

Notwithstanding any provision to the contrary within this insurance, it is agreed that this insurance 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 endorsement, an act of terrorism means an act, 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), committed for political, religious, ideological or similar purpose including the intention to influence any government and/or to put the public, or any section of the public in fear.

The warranty also excludes loss, damage, cost or expenses 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 action taken in respect of any act of terrorism.

If the Company alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance, the burden of proving the contrary shall be upon the insured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

PERIOD OF COVER

The liability of the Company shall commence, (notwithstanding any date to the contrary specified in the Schedule) only from the time after the unloading of the property specified in the Schedule from any conveyance at the site specified in the schedule and shall continue until immediately after the first test operation or test loading is concluded (whichever is earlier) but in no case beyond four weeks from the day on which after completion of erection, a trial running is made and/ or readiness for work is declared by the erectors/contractors, whichever is earlier. If however, a part of a plant or one or several machine/ s is/ are tested and put into operation, the cover and consequently the liability of the Company for that particular part of the plant or machine ceases, whereas it continues for the remaining parts which are not yet ready.

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

In case after the expiry of four weeks of trial running, approval of the plant or any part thereof is not given by the concerned Authorities, the cover for the extended period of further trial running can be covered at extra premium to be arranged before hand.

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

In the case of second-hand /used property, the insurance hereunder shall however, cease immediately on the commencement of the testing

At the latest, the insurance shall expire on the date specified in the Schedule but if the work of erection and test operations 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 agreed rates.

GENERAL CONDITIONS

1. The due observance and fulfillment 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 statements and answers in the questionnaire and proposal made by the Insured, shall be a condition precedent to any 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 the 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 reasonable 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 the 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:
 1. 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.
 2. take all steps within his power to minimize the extent of the loss or damage.
 3. preserve the parts affected and make them available for inspection by a representative of the Company or surveyor deputed by the Company.
 4. furnish all such information and documentary evidence as the Company may require.
 5. 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 detection.

Upon notification being given to the Company under this condition, the Insured may carry out the repair or replacement of any minor damage not exceeding Rs.7,500; in all other cases a representative of the Company shall have the opportunity of inspecting

the loss or damage before any repairs or alterations are effected. If a representative of the 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 good 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. If any difference shall arise as to the quantum to be paid under this Policy, (liability being otherwise admitted) such difference shall, independently of all other questions, be referred to the decision of a sole arbitrator, to be appointed in writing by the parties to the dispute or difference or, if they cannot agree upon a single arbitrator within 30 days of any party invoking Arbitration, the same shall be referred to a panel of three Arbitrators comprising of two Arbitrators – one to be appointed by each of the parties to the dispute/difference, and the third Arbitrator to be appointed by such two Arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act 1996.

It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as hereinbefore provided, if the Company has disputed or not accepted liability under or in respect of this Policy.

It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as hereinbefore provided, if the Company has disputed or not accepted liability under or in respect of this policy.

It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this policy that the award by such arbitrator/ arbitrators of the amount of the loss or damage shall be first obtained.
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 anyone 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 the time any claim arises under this Policy, there be any other insurance covering the same loss, damage or liability, the Company shall not be liable to pay or contribute more than their 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.

The insurance may also at any time be terminated at the option of the Insurer by 15 days notice to that effect being given to the Insured, in which case, the Insurers 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 hereon) 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 up to 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:

1. the first amount of the loss arising out of each and every occurrence shown as Excess in the Schedule;
2. loss discovered only at the time of taking an inventory;
3. normal wear and tear, gradual deterioration due to atmospheric conditions or otherwise, rust, scratching of painted or polished surfaces or breakage of glass;
4. loss or damage due to faulty design, defective material or casting, bad workmanship other than faults in erection.
This exclusion shall be limited to the item immediately affected and shall not be deemed to exclude loss or damage to other insured items resulting from such excluded perils;
5. the cost necessary for rectification or correction of any error during erection, unless resulting in physical loss or damage;
6. loss of or damage to files, drawings, accounts, bills, currency, stamps, deeds, evidence of debt, notes, securities, cheques, packing materials such as cases, boxes, crates;
7. any damage or penalties on account of the Insured's non-fulfilment of the terms of delivery or completion under his Contract of Erection or any obligations assumed thereunder, including consequential loss of any kind or description or for any aesthetic defects or operational deficiencies.

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, customs 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 take 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 items involved is less than the amount required to be insured, the amount recoverable by the Insured under the Policy shall be reduced in such proportion as the Sum Insured bears to the amount required to be insured.

Memo 2 - PREMIUM ADJUSTMENT

The sum insured under the Policy representing the completely erected value of the plant and machinery/project shall be adjustable at completion of erection, on the basis of the actual values to be declared by the Insured in respect of freight and handling charges, customs dues and costs of erection and the 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 prime cost of Plant and Equipment shall not be the subject matter of premium adjustment.

Memo 3 - BASIS OF LOSS SETTLEMENT

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

1. in the case of damage which can be repaired, the cost of repairs necessary to restore the items to their condition immediately before the occurrence of the damage less salvage, or,
2. in the case of a total loss, the actual value of the items immediately before the occurrence of the loss less salvage;

however, only to the extent the costs claimed have 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 items 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.

Extension of Cover

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

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 of 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 - 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 5 - SURROUNDING PROPERTY

Loss 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 erection, construction or testing of the items insured under Section I and happening during the period of cover, and provided that a separate Sum therefor has been entered in the Schedule under Section I, Item 5 for Principal's surrounding property. This cover does not apply to construction/erection machinery, plants and equipment.

Memo 6 - MAJOR PERILS/ACTS OF GOD CLAIMS

The Major Perils/ Acts of God Claims shall mean the claims arising out of:

1. earthquake - fire & shock
2. landslide/ rockslide/ subsidence,
3. flood/ inundation,
4. storm/ tempest/ hurricane/ typhoon/ cyclone/ lightning or other atmospheric disturbances.

SECTION II - THIRD PARTY LIABILITY:

The Company will indemnify the Insured against:-

1. 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 erection thereon;
2. Legal liability (liability under contract excepted) for fatal or non-fatal injury to any person other than the Insured's own employees or workman or employees of the owner of the works or premises or other firms connected with any other erection work thereon, or members of the Insured's family or of any of the aforesaid; directly consequent upon or solely due to the erection of any property described in the Schedule.

Provided that the total liability of the Company during the period of Insurance under this clause 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 -

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

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

EXCLUSIONS TO SECTION II

The Company will not indemnify the Insured in respect of

- 1. The Excess stated in the Schedule to be borne by the Insured in any one occurrence related to property damage
- 2. Expenditure incurred in doing or redoing or making good or repairing or replacing anything covered or coverable under Section I of this Policy;
- 3. Liability consequent upon
 - 1 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;
 - 2 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;
 - 3 any accident caused by vehicles licensed for general road use or by waterborne vessels or aircraft;
 - 4 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

- 1. 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 proceedings or in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require.
- 2. The Company may, so far as any accident is concerned, pay to the Insured the limit of indemnity for any one accident, any one 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 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.

GRIEVANCE CLAUSE

In case you are aggrieved in any way, You should do the following

- i. For resolution of any query or grievance, Insured may contact the respective branch office of The Company or may call us at toll free no. 1800 2666 or email us at customersupport@icicilombard.com or write to us at

Grievance Redressal Officer
ICICI Lombard General Insurance Company Ltd.
ICICI Lombard House, 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple, Prabhadevi, Mumbai- 400025.

- ii. If you are not satisfied with the resolution provided, you may approach us at the sub section "Grievance Redressal" on our website www.icicilombard.com (Customer Support section).

- iii. In case your complaint is not fully addressed by the insurer, you may use the Integrated Grievance Management System (IGMS) for escalating the complaint to IRDA. Through IGMS you can register your complaint online and track its status. For registration please visit IRDA website www.irda.gov.in. If the issue still remains unresolved, you may,subject to vested jurisdiction, approach Insurance Ombudsman for the redressal of the grievance.

The details of Insurance Ombudsman are available below:-

Sr. No	Name of office of insurance Ombudsman	Territorial Area of jurisdiction
1	Ahmedabad: 2nd Floor, Ambika House, near C.U. Shah college, Ashram road, Ahmedabad-380014 Tel No. 079-27546840, 27545441 Fax No..079-27546412. Email-bimalokpal.ahmedabad@gbic.co.in	State of Gujarat and Union Territories of Dadra & Nagar Haveli and Daman and Diu.
2	Bengaluru: 19/19, Jeevan Soudha Building, Ground Floor, 24th Main Road, JP Nagar, 1st Phase, Bengaluru-560 078. Tel.:- 080-26652048 / 26652049 Email:- bimalokpal.bengaluru@gbic.co.in	State of Karnataka.
3	BHOPAL: Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp.Airtel Office, Near New Market, Bhopal-462 033. Tel.:- 0755-2769200/201/202 Fax:- 0755-2769203 Email:- bimalokpalbhopal@gbic.co.in	States of Madhya Pradesh and Chattisgarh.
4	BHUBANESHWAR: 62, Forest park, Bhubaneswar-751 009. Tel.:- 0674-2596461 / 2596455 Fax:- 0674-2596429 Email:- bimalokpal.bhubaneswar@gbic.co.in	State of Orissa.
	CHANDIGARH: S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17-D,	

5	Chandigarh-160 017. Tel.:- 0172-2706196/5861 / 2706468 Fax:- 0172-2708274 Email:- bimalokpal.chandigarh@gbic.co.in	States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union territory of Chandigarh.
6	CHENNAI: Fatima Akhtar Court, 4th Floor, 453 (old 312), Anna Salai, Teynampet, CHENNAI-600 018. Tel.:- 044-24333668 / 24335284 Fax:- 044-24333664 Email:- bimalokpal.chennai@gbic.co.in	State of Tamil Nadu and Union Territories - Pondicherry Town and Karaikal (which are part of Union Territory of Pondicherry).
7	DELHI: 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi-110 002. Tel.:- 011-23239611/7539/7532 Fax:- 011-23230858 Email:- bimalokpal.delhi@gbic.co.in	State of Delhi
8	ERNAKULAM: 2nd floor, Pulinat Building, Opp. Cochin Shipyard, M.G. Road, Ernakulum - 682 015. Tel.:- 0484-2358759/2359338 Fax:- 0484-2359336 Email:- bimalokpal.ernakulum@gbic.co.in	States of Kerala and Union territory of (a) Lakshadweep (b) Mahe-a part of Union territory of Pondicherry
9	GUWAHATI: 'Jeevan Nivesh', 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati-781001(ASSAM). Tel.:- 0361- 2132204 / 2132205 Fax:- 0361-2732937 Email:- bimalokpal.guwahati@gbic.co.in	States of Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
10	HYDERABAD: 6-2-46, 1st floor, "Moin Court" Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.:- 040-65504123/23312122 Fax:- 040-23376599 Email:- bimalokpal.hyderabad@gbic.co.in	States of Andhra Pradesh, Telangana and Union Territory of Yanam - a part of the Union Territory of Pondicherry.
11	JAIPUR: Jeevan Nidhi-II Bldg., Ground Floor, Bhawani Singh Marg, Jaipur - 302005. Tel.:- 0141-2740363 Email:- bimalokpal.jaipur@gbic.co.in	State of Rajasthan.
12	KOLKATA: Hindustan Building Annexe, 4th floor, 4, CR Avenue, Kolkata - 700 072. Tel.:- 033-22124339 / 22124340 Fax:- 033-22124341 Email:- bimalokpal.kolkata@gbic.co.in	States of West Bengal, Bihar, Sikkim and Union Territories of Andaman and Nicobar Islands.
13	LUCKNOW: 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow-226 001. Tel.:- 0522-2231330 / 2231331 Fax:- 0522-2231310. Email:- bimalokpal.lucknow@gbic.co.in	District of Uttar Pradesh: Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhabdra, Fatehpur, Pratapgarh, Jaunpur, Varansi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sulanpur, Maharajganj, Santkabirnagar, Azamgarh, Kaushinagar, Gorkhpur, Deoria, Mau, Chandauli, Ballia, Sidharathnagar.
14	MUMBAI: 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.:- 022-26106928/360/889 Fax:- 022-26106052 Email:- bimalokpal.mumbai@gbic.co.in	States of Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.
15	NOIDA: Bhagwan Sahai Palace, 4th Floor, Main Road, Naya Bans, Sector-15, Gautam Budh Nagar, Noida Email:- bimalokpal.noida@gbic.co.in	States of Uttaranchal and the following Districts of Uttar Pradesh:. Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozabad, Gautam Budh Nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.
	PATNA: Office of the Insurance Ombudsman,	

16	1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna - 800 006. Email:- bimalokpal.patna@gbic.co.in	States of Bihar and Jharkhand.
17	PUNE: Office of the Insurance Ombudsman, Jeevan Darshan Building, 3rd Floor, CTS Nos. 195 to 198, NC Kelkar Road, Narayan Peth, Pune - 411 030 Tel: 020 -32341320 Email:- bimalokpal.pune@gbic.co.in	States of Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.

The updated details of Insurance Ombudsman are available on IRDA website:www.irdaindia.org, on the website of General Insurance Council:www.generalinsurancecouncil.org.in, website of the Company www.icicilombard.com or from any of the offices of the Company

Note - In case of renewal of the policy, policy benefit and terms & conditions of policy including premium may be subject to change.

Communicable Disease Exclusion [Clause]

1. Notwithstanding any provision, clause or term of this [insurance Contract] to the contrary, this [insurance Contract] 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 insured 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 this [insurance Contract].
 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 this [insurance Contract] 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 this [insurance Contract] (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, this [insurance Contract] 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 insurance, coverage or protection under this [insurance Contract] that would otherwise be excluded through the exclusion set forth in this [Endorsement][Clause].
 6. If the [insurer] alleges that by reason of this [Endorsement][Clause] any amount is not covered by this [insurance Contract] the burden of proving the contrary shall rest in the [insured].



ICICI Lombard General Insurance Company LTD
ICICI LOMBARD HOUSE, 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple, Prabhadevi, Mumbai 400 025

ICICI Lombard General Insurance Company Limited

IRDA Reg. No. 115	CIN: L67200MH2000PLC129408	
Mailing Address:	Registered Office:	Toll free No. : 1800 2666
401 & 402, 4th Floor, Interface 11, New Linking Road, Malad (West), Mumbai - 400 064.	ICICI Lombard House, 414, Veer Savarkar Marg, Near Siddhi Vinayak Temple, Prabhadevi, Mumbai - 400 025.	Alternate No. : +9192236 22666 (chargeable)
		Email : customersupport@icicilombard.com
		Website : www.icicilombard.com