

INLAND TRANSIT

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 and the same having been realized by the Insurers, Section 1 of this insurance shall be extended to cover loss of or damage to the insured property whilst in transit to the contract site other than on waterways or by air within the territorial limits of India, provided that the maximum amount payable under this Endorsement does not exceed an amount as mentioned in schedule, per conveyance. Total Value of Property, Deductible and Extra premium as mentioned in schedule.

INOCENT NON DISCLOSURE/BREACH OF POLICY CONDITIONS

The Insurer will not avoid this Insurance on account of non disclosure, misdescription or misrepresentation of facts or breach of policy conditions where the same have been proved to be innocent and free of any fraudulent conduct or intent to deceive

It is understood that any deliberate act omission statement misstatement or breach of policy conditions on the part of any individual Insured which may vitiate any claim or render the insurance void shall have such effect only as to the respective rights and respective interest of that particular Insured and shall not prejudice the respective rights and respective interests of any other Insured under this Policy

SERIAL LOSSES

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 and the same having been realized by the Insurers, the following clause shall apply to this insurance:

Loss or damage due to faulty design, defective material or casting, bad workmanship other than faults in erection arising out of the same cause to machines or equipment of the same type or design shall be indemnified after applying the Policy deductible for each loss according to the following scale:

100% of the first 2 losses
 80% of the 3rd loss
 60% of the 4th loss
 50% of the 5th loss
 Further losses shall not be indemnified.

(The percentages have to be fixed in accordance with the conditions of each individual component, eg depending on the number of items at risk.)

VIBRATION, REMOVAL OR WEAKING OF SUPPORT

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 and the same having been realized by the Insurers, Section 2 of this insurance shall be extended to cover liability consequent upon loss or damage caused by vibration or by the removal or weakening of support.

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Provided always that

1. the Insurers indemnify the Insured in respect of liability for loss or damage to any property or land or building only if such loss or damage results in the total or partial collapse,
2. the Insurers indemnify the Insured in respect of liability for loss or damage to any property or land or building only if prior to the commencement of construction its condition is sound and the necessary loss prevention measures have been taken,
3. if required, the Insured, before commencement of construction and at his own expense, prepares a report on the condition of any endangered property or land or building.

The Insurers shall not indemnify the Insured in respect of liability for

1. loss or damage which is foreseeable having regard to the nature of the construction work or the manner of its execution,
 2. superficial damage which neither impairs the stability of the property, land or buildings nor endangers their users,
 3. the costs of loss prevention or minimization measures which become necessary during the period of insurance.
- Limit of indemnity (any one occurrence), Total limit of indemnity, Deductible and Extra premium as mentioned in schedule.

LOSS OR DAMAGE DUE TO STRIKE, RIOT AND CIVIL COMMOTION (SRCC)

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 and the same having been realized by the Insurers, this Policy shall be extended to cover loss or damage due to strike, riot and civil commotion which for the purpose of this Endorsement shall mean (subject always to the special conditions hereinafter contained) loss of or damage to the property insured directly caused by

1. the act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or lockout or not) not being an occurrence mentioned in item 2 of the special conditions hereof,
2. the action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimizing the consequences of any such disturbance,
3. the willful act of any striker or locked-out worker performed in furtherance of a strike or in resistance to a lockout,
4. the action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimizing the consequences of any such act,

Provided that it is hereby further expressly agreed and declared that

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1. all the terms, exclusions, provisions and conditions of the Policy shall apply in all respects to the insurance granted by this extension save in so far as the same are expressly varied by the following special conditions, and any reference to loss or damage in the wording of the Policy shall be deemed to include the perils hereby insured against,

2. the following special conditions shall apply only to the insurance granted by this extension, and the wording of the Policy shall apply in all respects to the insurance granted by the Policy as if this Endorsement had not been made thereon.

Special Conditions

1. This insurance shall not cover

a) loss or damage resulting from total or partial cessation of work or the retarding, interruption or cessation of any process or operation,

b) loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority

c) loss or damage occasioned by permanent or temporary dispossession of any building resulting from the unlawful occupation by any person of such building,

d) consequential loss or liability of any kind or description, any payments over and above the indemnity for the material damage as provided herein,

Provided nevertheless that the Insurers are not relieved under b) or c) above of any liability to the Insured in respect of physical damage to the property insured occurring before dispossession or during temporary dispossession.

2. This insurance shall not cover any loss or damage occasioned by or through or in consequence, directly or indirectly, 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 proportion of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power,

c) any act of any person acting on behalf of or in connection with any organization with activities directed toward the overthrow by force of the government de jure or de facto or to the influencing of it by terrorism or violence.

In any action, suit or other proceeding, where the Insurers allege that by reason of the provisions of this condition any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered shall be upon the Insured.

3. This insurance may at any time be terminated by the Insurers on notice to that effect being given by registered post at the Insured's last known address, in which case the Insurers shall be liable to repay a rateable proportion of the premium for the unexpired term from the date of termination.

4. The limit of indemnity any one occurrence as stated below shall be understood to limit the indemnity for all loss or damage covered by this Endorsement during a consecutive period of 168 hours.

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The aggregate liability of the Insurers during the period of cover of this Policy shall be limited by twice the limit of indemnity any one occurrence.

Limit of indemnity (any one occurrence), Deductible (any one occurrence), Extra premium as mentioned in schedule.

DRILLING WORK FOR WATER WELLS

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the cover for well drilling work shall be restricted to loss or damage due to or resulting from the following named perils:

1. earthquake, volcanism, tsunami
2. storm, cyclone, flood, inundation, landslide
3. blow-out and/or cratering
4. fire/explosion
5. artesian waterflow
6. mud loss, which cannot be overcome by known practices
7. collapse of hole including collapse of casing due to abnormal pressure or heaving shales, which cannot be overcome by known practices

The indemnity shall be calculated on the basis of the costs (including material) spent for drilling the well up to the very moment when the first phenomena of the above perils are apparent and the well has to be abandoned due to a hazard insured against, and the Insured shall bear a deductible of 10% of the loss amount, minimum as stated below for any one occurrence.

Special exclusions

The Insurers shall not be liable for

- 1) loss of or damage to drilling rig and drilling equipment (for which the drilling contractor may conclude a special insurance),
- 2) costs of fishing operations of all kinds,
- 3) costs of reconditioning and workover operations to restore well conditions including all stimulation work (acidizing, fracturing, etc.).

Deductible: 10% of the loss amount, minimum any one occurrence

SUSPENSION OF TESTING

If the trial operation/test loading is not completed within the time specified hereunder, the company may extend the period of testing on receipt of additional premium to be specified by the Company.

The intermittent suspension of testing period exceeding 7 days can be considered as erection period, only if they are due to :

Fortuitous accident happening anywhere at site

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Or
Situation beyond the control of the insured
Subject otherwise to the same terms, conditions, exceptions and limitations of the Policy.

FIRE FIGHTING

This policy includes the cost of refilling any fire extinguishment appliances or systems and replacing used sprinkler head, fire brigade charges and other extinguishing expenses for which the insured may be assessed all reasonably incurred by the insured following damage by a peril not otherwise excluded or deployment thereof to prevent damage by a peril not otherwise excluded or accidental discharge of the systems or call out.

The total liability of the company under this clause during the currency of the policy shall not exceed an amount as mentioned in the schedule.

AUTOMATIC INCREASE CLAUSE

It is declared and agreed that if during the period of insurance the value of the contract for plant and machinery shall be in excess of the total estimated contract price, the sum insured shall be increased automatically by the amount of such excess value but not exceeding the percentage of sum insured as stated in the schedule, and that a declaration of actual contract price shall be made to the company in accordance with the conditions of this policy and necessary premium if any shall be charged by adjusting the Sum Insured.

TEST RUN DEFINITION FOR GAS TURBINE

Notwithstanding anything stated herein to the contrary, it is hereby agreed and declared that the Gas Turbine insured hereunder is deemed to have commenced its first test operation or test loading when fuel is introduced into the Combustion Chamber of the Gas Turbine unit and shall continue until its readiness for commercial operation is declared by the authorities concerned or is taken over by the principal whichever is earlier but shall not exceed the maximum testing period as stated in the Schedule attached to Section I.

TEST RUN DEFINITION FOR STEAM TURBINE

Notwithstanding anything contained herein to the contrary it is hereby agreed and declared that the Steam Turbine machinery in the Combined Cycle Power Station insured hereunder are deemed to have commenced its first test operation of test loading from the date of introduction of steam into the steam turbine and shall continue until the commencement of commercial operation of the Combined Cycle Power Plant but shall not exceed the maximum period of testing as stated in the Schedule attached to Section I.

DECLARATION CLAUSE

Special Conditions applicable in respect of multiple projects covered under a single CAR/EAR Policy on declaration basis:

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1. The insured agrees to declare to the Company, all the projects taken up for execution by the former during the policy period as mentioned in schedule for coverage under the Policy, save such projects where the Principal or Principal's Contractor concerned with whom the former has contracted to execute the projects in question has chosen to arrange such insurance themselves.
2. The Insured agrees to pay to the Company a deposit premium under the Policy which shall be sufficient to ensure coverage of projects declared by the former to the latter.
3. As and when a project is taken up for execution by the Insured, the project shall be declared to the Company for coverage under the Policy, which shall not in case be later than the commencement of the project.
4. The declaration shall contain the brief details of the project like the nature and type of the project, expected duration of the project including testing/trial run if any, location of the project, value of project including its break up into material cost, labour, etc., so as to enable the Company to determine the premium applicable for the individual project.
5. Upon receipt of a declaration of a project as provided in Clause No.3 and 4 above, the Company shall compute the necessary premium for insurance coverage of the project as applicable at the time of declaration of the project. The said premium will be debited to the deposit premium.
6. As and when the deposit is likely to be exhausted, the Company shall intimate the Insured upon which the latter shall replenish the deposit premium account to ensure continuous coverage of projects covered under the Policy.
7. In the event of deposit premium being fully exhausted, the policy shall remain suspended until further remittance of premium sufficient to cover the projects declared.
8. Notwithstanding the provisions above, if the Insured makes a bonafide mistake in not declaring a project for coverage under the Policy due to oversight, despite the project having commenced, the same shall be automatically held covered by the Company under Policy as if a declaration has been made, subject to declaration having been made by the Insured, as soon as such omission has been discovered, but not later than three months of commencement of the project.
9. On completion of individual projects declared under this Policy, the Insured shall declare to the Company, such completion of the project along with the actual value of the Project along with the actual time taken for its execution based on which the Company shall make adjustment of premium as per normal period tariff rates against the deposit premium. The actual value of the Project shall be as per the billing made by the Insured against the Principal for whom the project has been executed.
10. In event of an admissible claim under the Policy, the value of all declared and and/or on going projects originally declared is lesser than the actual value that ought to have been declared, the latter shall be considered as the Sum Insured (declared for all projects) for the purpose of assessment loss provided the difference between the two does not exceed 15%, subject to adjustment of additional premium payable on account of the above against the deposit premium. In the event of the difference being in excess of 15% claim shall be settled on the basis of the original project value declared subject to terms and conditions of the Policy.
11. In the event of duration of individual projects being 13 months or more, the debit of premium to deposit premium account shall as per installment provision customary to Erection All Risks/Contractor's All Risks Policies

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12. On expiry of the Policy, it shall be open to either Party, to continue the coverage by renewing the Policy or not.

13. In the event of the Policy not being renewed, the Company shall retain such premium out of the deposit premium account as is necessary to maintain coverage of Projects which have been declared under the Policy but not yet completed. The balance premium if any, in excess of the amount required for continuity of the coverage under the Policy shall be refunded by the Company to the Insured. Conversely, if there is additional premium required by the Company to maintain coverage for un-expired projects, the same shall be paid to them by the Insured.

14. In the event of Policy being renewed, the Company shall carry forward the balance available, if any, in the deposit premium account to the renewal policy period and the coverage shall continue as per Clauses 1 to 14 as hereinbefore provided.

MARINE OFF SHORE WORKS

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 caused to marine off-shore property upto the percentage of sum insured as mentioned in schedule to the extent that such works are incidental to the main project works being executed on land.

COFFER DAM

It is understood and agreed that Damage to either the Temporary Upstream Cofferdam and/or the Downstream Cofferdam is expressly excluded.

Notwithstanding the above it is also understood and agreed that the Concrete Upstream Cofferdam is designed to seasonally overtop.

The insurance by this policy provides for Damage to Insured Property arising as a result of such overtopping provided that

- (1) From the time construction works in the river have commenced, both the Upstream Concrete Cofferdam and the Main Dam have achieved periodic structural integrity before such overtopping is allowed to take place
- (2) All works to achieve such periodic structural integrity have been completed and any surplus materials for incorporation therein together with any plant, machinery and/or temporary works have been removed from the river course.
- (3) Costs incurred for the removal of debris (other than that being debris of damaged works) are excluded

Subject otherwise to the terms conditions and exclusions of this Policy.

Non Vitiation Clause

(i) It is noted and agreed that if the Insured described in the Annexure comprises more than one insured party each operating as a separate and distinct entity, then (save as provided in this Clause) cover hereunder shall apply in the same manner and to the same extent as if individual policies had been issued to each such insured party provided that the total liability of the Insurers to all of the insured parties collectively shall not exceed the sums insured and limits of indemnity including any inner limits set by memorandum or endorsement stated in the policy.

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- (ii) It is understood and agreed that any payment or payments by Insurers to any one or more such insured parties shall reduce to the extent of that payment Insurers' liability to all such parties arising from any one event giving rise to a claim under this policy and (if applicable) in the aggregate.
- (iii) It is further understood that the insured parties will at all times preserve the various contractual rights and agreements entered into by the insured parties and the contractual remedies of such parties in the event of loss or damage.
- (iv) It is further understood and agreed that Insurers shall be entitled to avoid liability to or (as may be appropriate) claim damages from any one of the insured parties in circumstances of fraud, material misrepresentation, material non-disclosure, resulting in a breach of any warranty or condition of this policy each a referred to in this clause as a Vitiating Act.
- (v) It is however agreed that (save as provided in this Multiple Insureds Clause) a Vitiating Act committed by one insured party shall not prejudice the right to indemnity of any other insured party who has an insurable interest and who has not committed a Vitiating Act.
- (vi) Insurers hereby agree to waive all rights of subrogation which they may have or acquire against any insured party except where the rights of subrogation or recourse are acquired in consequence of or otherwise following a Vitiating Act in which circumstances Insurers may enforce such rights notwithstanding the continuing or former status of the vitiating party as an Insured.
- (vii) In the event of any Vitiating Act committed by any one or more insured parties Insured, the Lenders shall not be entitled to any indemnity under this policy for more than their pro rata share of interest as against the entire asset value under charge for each and every claim for or arising out of each and every event of loss or damage in respect of which Insurers are otherwise no longer liable to indemnify any other one or more insured parties by reason a Vitiating Act or Acts.

Put to Use 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 premium" the Insurer shall indemnify the insured under section I in respect of accidental physical loss or accidental physical damage to any part of the permanent works occurring during the construction period but after being taken over or taken into use of such portion of the permanent works by one of the insured parties.

The cover hereunder ceases upon termination of the construction period.

Dewatering expenses

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 premium" the Insurer shall indemnify the insured the expenses incurred towards dewatering & Slush removal from any pit/ section within the project site which are inundated partially or fully by water by insurable event to recommence project work or to render the pit/section safe.

Limit – INR 10 Lacs AOA/AOY

LEG 1/96

The Insurer(s) shall not be liable for
Loss or damage due to defects of material workmanship design plan or specification

LEG 2/96

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The Insurer(s) shall not be liable for
All costs rendered necessary by defects of material workmanship design plan specification and should damage occur to any portion of the Insured Property containing any of the said defects the cost of replacement or rectification which is hereby excluded is that cost which would have been incurred if replacement or rectification of the Insured Property had been put in hand immediately prior to the said damage.

For the purpose of this policy and not merely this exclusion it is understood and agreed that any portion of the Insured Property shall not be regarded as damaged solely by virtue of the existence of any defect of material workmanship design plan or specification

LEG 3/96

The Insurer(s) shall not be liable for
All costs rendered necessary by defects of material workmanship design plan specification and should damage occur to any portion of the Insured Property containing any of the said defects the cost of replacement or rectification which is hereby excluded is that cost incurred to improve the original material workmanship design plan or specification
For the purpose of this policy and not merely this exclusion it is understood and agreed that any portion of the Insured Property shall not be regarded as damaged solely by virtue of the existence of any defect of material workmanship design plan or specification

LEG 3/06

The Insurer(s) shall not be liable for
All costs rendered necessary by defects of material workmanship design plan or specification and should damage (which for the purposes of this exclusion shall include any patent detrimental change in the physical condition of the Insured Property) occur to any portion of the Insured Property containing any of the said defects the cost of replacement or rectification which is hereby excluded is that cost incurred to improve the original material workmanship design plan or specification.

For the purpose of the policy and not merely this exclusion it is understood and agreed that any portion of the Insured Property shall not be regarded as damaged solely by virtue of the existence of any defect of material workmanship design plan or specification.

Pro rata extension clause

It is agreed and understood that upon payment of prorata additional premium, the policy can be extended upto 25% of the original policy period subject to maximum of 6 months provided the request for extension is received before the expiry date of the policy.

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