

Comprehensive Project Insurance - Variant 3

- Material Damage
- Third Party Liability
- Delay in Start-up

1. Principle Operative Clauses

2. The Schedule

- 2.1. The Insured
- 2.2. Applicable Law

3. Section 1, Material Damage

- 3.1. Insuring Clauses
- 3.2. Exclusions to Section 1
- 3.3. Memoranda to Section 1
 - 3.3.1. Basis of Indemnity
 - 3.3.2. Maintenance Period
 - 3.3.3. Removal of Debris
 - 3.3.4. Professional Fees
 - 3.3.5. Inland Transits
 - 3.3.6. Off-site Storage
 - 3.3.7. 50/50 Sharing
 - 3.3.8. Plans and Documents
 - 3.3.9. Escalation
 - 3.3.10. 72 Hours Clause
 - 3.3.11. Expediting Expenses

4. Section 2, Third Party Liability

- 4.1. Insuring Clauses
- 4.2. Exclusions to Section 2
- 4.3. Memoranda to Section 2
 - 4.3.1. Cross Liability
 - 4.3.2. Maintenance Period

5. Section 3, Delay in Start-Up

- 5.1. Insuring Clause
- 5.2. Exclusions to Section 3
- 5.3. Memoranda to Section 3
 - 5.3.1. Basis of Indemnity
 - 5.3.2. Period of Indemnity
 - 5.3.3. Time Deductible
 - 5.3.4. Auditor's Fees
 - 5.3.5. Progress Reports
 - 5.3.6. Changes in the Status of the Business or in the Employer's Interest

6. General Exclusions

- 6.1. War and Allied Perils
- 6.2. Nuclear
- 6.3. Willful Acts and Gross Negligence

7. Special Conditions

- 7.1. Full Insurance
- 7.2. Defects
- 7.3. Cessation of Work

8. General Condition

- 8.1. Unity of Policy
- 8.2. Due Observance of Policy Terms
- 8.3. Material Change
- 8.4. Reasonable Precautions
- 8.5. Access and Inspection
- 8.6. Claims
- 8.7. Subrogation
- 8.8. Arbitration
- 8.9. Contribution
- 8.10. Fraudulent Claims
- 8.11. Premium Adjustment
- 8.12. Policy Voidable
- 8.13. Applicable Law

1. Principle Operative Clauses

In consideration of the Insured having submitted a proposal and paid or agreed to pay the premium specified in the Schedule to the Insurers named herein.

The Insurers hereby severally agree, each for their proportion set out herein, to indemnify the Insured in the manner and to the extent hereinafter stated against loss, damage or liability occurring during the Period of Insurance or any subsequent period as may be mutually agreed between the Insured and the Insurers, provided that

- (a) the liability of the Insurers shall not exceed the Sums Insured and Limits of Liability set down in the Schedule in respect of or arising from any one accident or series of accidents, consequent upon or attributable to one source or original cause;
- (b) the liability of each of the Insurers individually shall be limited to the proportion set against its name below;
- (c) the Insureds shall bear, for their own account, the amounts set forth in the Schedule as the Deductibles.

In witness whereof, the undersigned, acting on behalf of and under the authority of each of the Insurers respectively, have subscribed their names.

The Insurers	Reference numbers	Percentage share of the Policy	Date	Signature
		_____%		
		100%		

2. Applicable Law

In accordance with General Condition 8.13, the Applicable Law shall be construed in accordance with the laws of India

SECTION 1

3. Material Damage

3.1. Insuring Clauses

The Insurers will indemnify the Insured, subject to the terms, exceptions and conditions contained herein, against accidental physical loss or or accidental physical damage to any of the Property Insured described in the Schedule, occurring during the Period of Insurance, and which is due to any cause

whatsoever other than those excluded, while such property is at the Construction Site and used or to be used in connection with the Contract.

In the event of any indemnifiable loss or damage, the amount payable hereunder shall not reduce the respective Sums Insured stated in the Schedule, and thus this insurance will be maintained in full during the currency of the Policy.

3.2 Exclusions to Section 1

Insurers shall not be liable for:

- a) all costs due to defects of materials or workmanship and/or stemming from errors in design, plans and

specifications. However, should accidental physical loss or accidental physical damage occur to any part of the Property Insured as set out in the Schedule containing any of the said defects or errors, the costs of replacement or rectification, which are hereby excluded, are understood as those costs which would have been incurred if replacement or rectification of the Property Insured had been effected immediately prior to the said loss or damage;

- b) the cost of replacing, repairing or rectifying parts of the Property Insured rendered necessary by wear and tear, corrosion, oxidation, and deterioration due to lack of use or to normal atmospheric conditions, but this exclusion shall not apply to other parts of the Property Insured physically damaged as a result of such wear and tear, corrosion, oxidation or deterioration;
- c) loss of use, penalties and guarantees of performance and efficiency;
- d) consequential losses of any kind;
- e) loss of or damage to accounts, bills, cash, currency, stamps, banknotes, evidences of debt, deeds or securities;
- f) loss of any Property Insured arising from disappearance or shortage, discovered only at the time of taking an inventory, unless such inventory is taken to confirm an otherwise indemnifiable accident hereunder;
- g) the costs of repair or replacement of parts of Construction Plant or Equipment directly due to mechanical or electrical breakdown, derangement or explosion;
- h) loss of or damage to any mechanically driven vehicle, licensed for use on a public road or while operating in circumstances requiring insurance in accordance with local legislation;
- i) loss of or damage to any marine vessel or craft or aircraft and to any plant or equipment on or in such vessel or craft, except pontoons and boats up to 10 metres in length and any plant or equipment on or in such pontoons and boats;
- j) normal making good, normal upkeep;
- k) loss of or damage to catalysts, consumables, chemicals and feedstock;
- l) loss of or damage to refractory and other linings due to or arising from the direct application of heat.

3.3 Memoranda to section 1

3.3.1 Basis of Indemnity

In the event of loss or damage as insured under Section 1, the basis of indemnity shall be as follows:

- a) in respect of damage which can be repaired, the cost of repairs necessary to restore the Property Insured to its condition immediately before the occurrence of the loss or damage, less the value of any salvage; or
- b) in respect of total loss or destruction, the cost of reconstruction or Replacement of the Property

Insured by property substantially the same as, but not better or more extensive than, that lost or destroyed, less the value of any salvage.

If the anticipated cost of repairs equals or exceeds the cost of reconstruction or replacement, the indemnity shall be as described in (b) above. The cost of any temporary repairs will be borne by the Insurers, provided such repairs do not increase the total repair costs that would otherwise have been incurred.

Subject to General Condition 8.6, Claims, all repairs, reconstruction or replacement shall take place with reasonable dispatch, and the costs recoverable shall be those actually incurred (which shall be confirmed by the production of settled invoices, accounts or other documents as may be required by the Insurers), together with justifiable contributions towards overheads and net profit, both of which must be directly relevant in the circumstances and agreed by the Insurers.

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

In respect of any indemnifiable loss or damage, the Insurers agree to make reasonable payments on account.

3.3.2 Maintenance Period

Notwithstanding anything contained herein to the contrary, this Policy does not cover loss or damage to the Works, occurring or arising during the Maintenance Period, except when:

- a) arising from a cause occurring on the Construction Site during the Construction Period; or
- b) caused by an insured Contractor in the course of any operations carried out by him for the purpose of complying with his obligations under the maintenance clauses of the Contract.

However, the cover provided by this Memorandum shall not include loss or damage caused by or arising out of actions or omissions of the insured Contractor(s) in connection with training, supervision, instruction or normal upkeep and plant management duties during the Employer's business operation of the permanent works, or any part thereof.

3.3.3 Removal of Debris

This Policy will indemnify the Insured, up to the Sum Insured specified in Item 1(c) in the Schedule, for the costs and expenses necessarily and reasonably incurred in the removal, from the location of any accidental physical loss or accidental physical damage, and disposal of debris including foreign debris, slush removal and other expenses of any of the Property Insured provided that such loss or damage, giving rise to such debris, is insured by Section 1.

3.3.4 Professional Fees

This Policy will indemnify the Insured, up to

the Sum Insured specified in Item 1(d) in the Schedule, in respect of architects, surveyors, consulting engineers and other professional fees, necessarily and reasonably incurred in the repair, reconstruction or replacement of the Property Insured consequent to accidental physical loss or accidental physical damage indemnified, provided that (a) fees for preparing any claim under this Policy are excluded hereby, and (b) the amount payable under the terms of this Memorandum shall not exceed the scale of fees in normal use by such professions.

3.3.5 Inland Transits

Notwithstanding anything contained herein to the contrary and subject otherwise to all the Policy terms and conditions, this Policy will indemnify the Insured, up to the Sum Insured specified in Item 1(e) in the Schedule, in respect of accidental physical loss of or accidental physical damage to Property Insured, while said property is being transported on any vehicle (including loading and unloading) to the Construction Site or temporary off-site storage facilities, other than during ocean marine or air transit, provided that (a) said property is owned, or is in the custody, care or control of the Insured; (b) the transits insurance hereunder shall only indemnify the Insured to the extent that such loss or damage is not recoverable under any other insurance, and (c) such transits take place within the country in which the Construction Site is located.

3.3.6 Off-site Storage

Notwithstanding anything contained herein to the contrary and subject otherwise to all the Policy terms and conditions, this Policy will indemnify the Insured, up to the Sum Insured specified in Item 1(f) in the Schedule, in respect of accidental physical loss of or accidental physical damage to Property Insured, while said property is in temporary storage off the Construction Site, except while at any manufacturers or suppliers premises prior to delivery to the Construction Site, provided that (a) said property is owned, or is in the custody, care or control of the Insured; (b) the off-site storage insurance hereunder shall only indemnify the Insured to the extent that such loss or damage is not recoverable under any other insurance, and (c) such off-site storage takes place within the country in which the Construction Site is located.

3.3.7 50/50 Sharing

The Insured shall inspect all items comprising the Property Insured, upon arrival at the Construction Site.

In the case of unpacked property where loss or damage is evident, such loss or damage is excluded under this Policy, unless it is indemnified under the terms of the cover provided by Memorandum 3.3.5 Inland Transits or Memorandum 3.3.6 Off-site Storage.

In the case of packed property (which is intended to

remain in its packing until a later date), the packing is to be inspected and in the event of any visible signs of loss or damage, the property contained therein is to be promptly unpacked and inspected. Any loss or damage to such property which is thus discovered is excluded under this Policy, unless it is indemnified under the terms of the cover provided by Memorandum 3.3.5 or 3.3.6.

In the event the packing of the property manifests no sign of loss or damage and the property is therefore temporarily left packed, any loss or damage which is discovered when the property is unpacked will be deemed to have occurred during transit or off-site storage, unless there is clear evidence from the nature of the loss or damage that it could only have occurred after arrival at the Construction Site.

However, if it is not possible to determine when the loss or damage occurred and such loss or damage is not indemnifiable under Memorandum 3.3.5 or 3.3.6, this Policy will pay for 50% of the indemnity, otherwise due hereunder, as if the loss or damage had occurred during the Construction Period, subject to the deduction of 50% of the Deductible.

3.3.8 Plans and Documents

In the event of accidental physical loss or accidental physical damage as indemnified under this Section to plans, drawings, files, documents, manuscripts, or computer system records forming part of the Property Insured, it is agreed that the indemnity hereunder shall include the cost of labour and computer time expended in reproducing such property, including any expenses incurred in producing the information contained thereon, but (a) shall not include any loss suffered by the Insured due to the distortion or non-availability of such information; (b) shall not exceed in respect of any one accident, 1% of the Total Contract Price as specified in the Schedule.

3.3.9 Escalation

Notwithstanding anything contained herein to the contrary, it is agreed that if during the Construction Period the value of the Works shall exceed the Total Works Sum Insured as specified in the schedule, the relevant Total Works Sum Insured shall be increased automatically so that it is equal to such value, subject, however, to the increase not exceeding in any case ___% of the Total Works Sum Insured.

3.3.10 72 Hours Clause

In the event of any accidental physical loss or accidental physical damage to the Property Insured (whether in the course of being repaired or not) caused by or due to storm, tempest, hurricane, cyclone, water damage, flood, earthquake, tsunami, or volcanic activity during the Construction Period, as indemnifiable under Section 1, and occurring during any one period of 72 consecutive hours, it is agreed that such loss or damage is deemed

to be one occurrence and, moreover, that the commencement of any such 72 consecutive hours period may be decided by the Insured, provided that no overlapping occurs in any two or more such periods.

3.3.11 Expediting Expenses

Notwithstanding anything contained herein to the contrary, the Insurers hereby agree to indemnify the Insured, up to the Sum Insured stated in Item 1(g) in the Schedule, in respect of the difference in costs between those calculated at normal or standard rates of reimbursement, and those actually incurred for overtime, weekend, public holiday and shift working, and for express freight (other than air freight); provided that:

- a) such costs are necessarily and reasonably incurred by the Insured for the purpose of preventing or minimising any delay in completion of the Contract solely due to accidental physical loss or damage as indemnified under Section 1; and
- b) such costs shall not exceed the percentage of the relevant costs specified in the Schedule that would have been indemnified had this Memorandum not applied.

It is agreed that the cover provided by this Memorandum does not include any costs incurred in altering or improving the design, the materials used or to be used, or the workmanship relating to the permanent or temporary works.

SECTION 2

4. Third Party Liability

4.1. Insuring Clauses

The Insurers will indemnify the Insured, subject to the terms exceptions and conditions contained herein, against all sums which the Insured shall become liable to pay for damages in respect of

- a) accidental bodily injury to or illness or death of any person or
- b) accidental loss of or damage to physical property

Occurring during the Period of Insurance and arising out of the performance of the Contract at, or in close proximity to, the Construction Site.

The Insurers will also pay, in respect of any claim which may be the subject of indemnity under this Section:

- (A) all legal costs and expenses recovered by any claimant from the Insured; and
- (B) all legal costs and expenses incurred with the written consent of the Insurers, provided that
 - (a) the liability of the Insurers in respect of damages under this Section of the Policy shall not exceed the Limit of Liability stated in the Schedule; and
 - (b) the Insurers may, at any time, pay to the Insured the Limit of Liability (after deduction of any sum or sums paid as damages) or any lesser amount for which any

such claim or claims can be settled and upon such payment the Insurers shall relinquish the conduct and control of and be under no further liability under this Section in connection with such claim or claims, except for legal costs and expenses recoverable by any claimant from the Insured or incurred with the written consent of the Insurers in respect of matters prior to the date of such payment.

4.2. Exclusions to Section 2

The Insurers will not indemnify the Insured in respect of:

- a) liability resulting from bodily injury sustained by any person and arising from or in the course of his employment by the Insured under a contract of labour, service or apprenticeship with the Insured;
- b) liability compulsorily insurable under any legislation governing the use of motor vehicles;
- c) liability resulting from, attributable to or caused by the ownership or possession of or use by or on behalf of the Insured of (a) any mechanically driven vehicle except when such vehicle is on the Construction Site and is not insured under a specific motor vehicle or any other insurance policy; or (b) any water-borne vessel or craft, or of any aircraft, except pontoons or boats up to 10 meters in length;
- d) liability for damages caused by or arising from pollution or contamination of buildings or other property or of water or land or the atmosphere, unless the pollution or contamination is caused by a sudden identifiable unintended and unexpected accident which takes place in its entirety at a specific moment in time and place during the Period of Insurance;
- e) the cost of repairing, replacing or making good any loss of or damage to the Works, Construction Plant and Equipment, Temporary Buildings and Caravans, and any property belonging to or in the care, custody, or control of any of the insured parties, irrespective of whether any said aforementioned property forms part of the Property Insured;
- f) any consequential financial losses directly sustained by any of the parties to the Contract including the Employer, irrespective of whether or not insured hereunder, due to or arising from loss or damage to the Works, Construction Plant and Equipment, Temporary Buildings and Caravans;
- g) liability arising under penalty or liquidated damages clauses in any contract, or any punitive or exemplary damages;
- h) liability assumed under contract which imposes upon the Insured liability which would not otherwise have been incurred by the Insured;
- i) liability arising out of technical or professional advice given by the Insured or by any person acting on behalf of the Insured;
- j) liability (other than accidental bodily injury to any person) due to or arising from damage to physical property caused by subsidence, collapse, cracking, fracturing, vibration, or the weakening or removal of support;

- k) liability due to or arising from damage to underground pipe or cable services or other underground property or facilities.

4.3 Memoranda to Section 2

4.3.1 Cross Liability

Each of the parties comprising the Insured shall, for the purpose of this Section of the policy be considered as a separate and distinct entity and the words "the Insured" shall be considered as applying to each party in the same manner as if a separate policy had been issued to each of the said parties, provided nevertheless that nothing in this Memorandum shall be deemed to increase the limits of Liability in respect of any one accident or all accidents of a series as stated in the Schedule.

4.3.2 Maintenance Period

Notwithstanding anything contained herein to the contrary, this Policy does not cover bodily injury or damage, as set forth in Section 2, occurring or arising during the Maintenance Period, except when caused by an insured Contractor in the course of any operations carried out by him for the purpose of complying with his obligations under the maintenance clauses of the Contract.

However, the cover provided by this Memorandum shall not include bodily injury or damage caused by or arising out of actions or omissions of the insured Contractor(s) in connection with training, supervision, instruction or normal upkeep and plant management duties during the Employer's business operation of the permanent works, or any part thereof.

SECTION 3

5. Delay in Start-up

5.1 Insuring Clause

The Insurers will indemnify the Employer, subject to the terms, exceptions and conditions contained herein, in respect of the actual loss sustained as a result of a delay beyond the Anticipated Date of Commencement of or interference with the Business, hereinafter referred to as the Delay, provided that the Delay is the result of one or more interruption(s) or interference(s) in the construction and/or testing programme caused by loss or damage indemnifiable under Section 1 Material Damage to the Property Insured specified under item 1(a) Works of the Schedule.

5.2 Exclusions to Section 3

Insurers shall not be liable for:

- (A) any loss sustained due to any delay caused by or resulting from:
 - (a) loss of or damage to Construction Plant and Equipment, Temporary Buildings and Caravans;
 - (b) loss of or damage to Existing Property;
 - (c) loss of or damage to any property held in care, custody or control of the Insured;

- (d) loss of or damage to operating media or feedstock;
- (e) shortage, destruction, deterioration of or damage to any materials necessary for the Business;
- (f) any condition or restriction imposed by a public authority;
- (g) non-availability of funds;
- (h) alterations, additions, improvements, rectification of defects or faults or elimination of any deficiencies;
- (i) loss of or damage to items taken over or taken into use by the Employer;
- (j) loss or damage occurring after the Construction Period has ceased;
- (k) Third Party Liability claims;
- (B) loss of business due to suspension, lapse or cancellation of lease, licence or order which occurs after the date of actual commencement of the Business;
- (C) any penalties or damages of whatever nature for breach of contract or for late or non- completion of orders.

5.3 Memoranda to Section 3

5.3.1 Basis of Indemnity

The amount payable as indemnity under Section 3 shall be:

- (a) the Debt Servicing Costs and/or the Fixed Costs that would have been payable and/or the Net Profit that would have been earned out of the revenue had the Delay not occurred, as insured under Item 3(a); and/or
- (b) the Increased Cost of Working being defined as the expenditure necessarily and reasonably incurred by the Employer or any other party on his behalf for the sole purpose of avoiding or diminishing the amount which the Insurer would have been liable to pay under (a) above, but not exceeding the sum by which the amount otherwise payable is reduced.

The amount payable shall be deemed as the most economically favourable indemnity corresponding to (a) or (b) or a combination thereof and shall not exceed the annual Delay in Start-up Sum Insured specified in Item 3 (a) in the Schedule calculated pro rata temporis for the Period of Indemnity.

5.3.2 Period of Indemnity

The Period of Indemnity begins with the date upon which, had the Delay not occurred, the Business would have commenced, but not prior to the Anticipated Commencement Date of the Business, and ends with the actual date the Business is commenced.

The Period of Indemnity shall not exceed the length of time it takes with the exercise of due diligence and dispatch to repair, reconstruct or replace such part of the Property which has been lost or damaged nor the Maximum Period of Indemnity stated in the Schedule.

The Business shall be deemed to have commenced on the date of the Certificate of Practical Completion, or upon handover to the Employer, or the taking over by the Employer (whichever shall occur first) of the Permanent works, or of any part thereof which shall be capable (at that date) of earning Revenues.

5.3.3 Time Deductible

The monetary amount corresponding to the Time Deductible shall be calculated by multiplying the average daily value of loss sustained during the Period of Indemnity by the number of days agreed upon as the Time Deductible and shall be deducted from the amount payable.

5.3.4 Auditor's Fees

The Insurers will indemnify the Insured, up to the Sum Insured specified in Item 3(b) to this Section in the Schedule, in respect of the reasonable fees payable by the Insured to their auditors for producing and certifying any particulars or details contained in the Insured's books of account or other documents, or such other proofs, information or evidence as may be required by the Insurers under the terms of General Condition 8.6.

5.3.5 Progress Reports

The Insured shall submit Progress Reports to the Insurers at the intervals stated in the Schedule. Each such report shall be submitted within 14 days of the end of the period which it relates to. Reasons for any delay that has occurred since the last report shall be advised, together with the latest revised construction and testing programme.

5.3.6 Changes in the Status of the Business or in the Employer's Interest

This Section of the Policy shall be voided if the Business be wound up or carried on by a liquidator or receiver or be permanently discontinued or the Employer's interest ceases.

6. General Exclusions

6.1 War and Allied Perils

This Policy does not cover any loss, damage or liability 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, military rising, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege, nationalisation, confiscation, requisition, seizure or loss of or damage to property by order of the government or by any public authority, and terrorism;
- (c) strike, riot, civil commotion and popular rising.

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

6.2 Nuclear Risks

This Policy does not cover:

- (A) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss;
- (B) any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
 - (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - (b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

6.3 Willful Acts and Gross Negligence

This Policy does not cover any loss, damage or liability directly or indirectly caused by or arising from or aggravated by any willful act or omission or gross negligence of the Insured, or of his management including the Construction Site manager.

7. Special Conditions

7.1 Full Insurance

It is a condition of this Policy that the Sums Insured specified in the Schedule for Section 1 and Section 3 shall not be less than:

- (a) in respect of Section 1 Item 1(a), the anticipated Total Contract Price, without deduction of any costs; plus (if applicable) the anticipated full value of the materials, services and labour supplied by the Employer, as at completion of the Contract, during the whole of the Period of Insurance;
- (b) in respect of the relevant part of Section 1 Item 1(b), the sum of the new replacement values of the total inventory of all the Construction Plant and Equipment, during the whole of the Construction Period;
- (c) in respect of the relevant part of Section 1 Item 1(b), the sum of the market values of the total inventory of all the Temporary Buildings and Caravans, during the whole of the Construction Period;
- (d) in respect of Section 3 Item 3(a) the anticipated annual costs, during the whole of the Construction Period.

If it is found, in the event of accidental physical loss or accidental physical damage, that the Sum Insured (increased, if applicable, by the provisions of Memorandum 3.3.9 ___% Escalation) is less than the respective full insurance sums as described above, then the amount recoverable hereunder by the Insured shall be reduced in such proportion as the Sum Insured bears to the full insurance sum to be insured by this Special Condition. Each item and part specified above is separately subject to this condition.

7.2 Defects

For the purposes of Section 1 of this Policy, it is understood and agreed that any part or portion of the Property Insured shall not be regarded as having suffered accidental

physical loss or accidental physical damage solely by virtue of the existence of any defect in materials or workmanship, or from any errors in the design, plans, or specifications.

7.3 Cessation of Work

Notwithstanding anything contained herein to the contrary, it is a condition of this Policy that so far as any partial or total cessation of work is concerned, the Insured shall give immediate notice in writing to the Insurers if such a cessation is anticipated to exceed 30 calendar days.

8. General Conditions

8.1 Unity of Policy

The Schedule, Sections, Memoranda, Special Conditions, General Policy Exclusions, General Conditions and any other terms herein are deemed to be integral parts of this Policy, and any word or expression to which a specific meaning has been attached in any part shall bear such meaning wherever it may appear.

8.2 Due Observance of Policy Terms

The due observance and fulfilment of the terms of this Policy insofar as they relate to anything to be done or complied with by the Insured shall be a condition precedent to any liability of the Insurers.

8.3 Material Change

If at any time any change shall occur materially varying any of the facts relating to the Contract, its performance, this insurance or the degree of risk assumed hereunder, the Insured shall immediately give notice in writing of such change to the Insurers, supplying as soon as possible thereafter any further particulars as the Insurers may reasonably require.

In the event of a material increase in risk, the continuance of this insurance shall be at terms and conditions as agreed, in writing, between the Insured and the Insurers, but should the parties be unable to agree the new terms and conditions within two months of the Insurers initially advising the Insured of their Requirements, the matter shall be referred to an expert to be appointed by the parties. Unless the parties otherwise agree, the expert shall be a person with not less than ten years experience of international insurance business, having been engaged in such business or in advising on such business in a professional capacity. However, if the parties cannot agree, the expert shall be appointed by the Chairman, for the time being, of AIDA Reinsurance and Insurance Arbitration Society of the UK (ARIAS), c/o The International Underwriting Association, 3 Minster Court, London EC3R 7DD.

The expert alone shall determine all questions of procedure and evidence in the hearing of this dispute, and all costs for the holding thereof shall be paid by the parties and in the manner as directed by the expert.

The expert shall apply the laws of the country or state of the Applicable Law.

The decision of the expert shall be given in writing, with reasons, and both parties hereby agree to be bound by the decision given in accordance with the above provisions.

8.4 Reasonable Precautions

The Insured shall take and cause to be taken for the full Period of Insurance all reasonable precautions for the safety of persons and property and the prevention of loss, damage or injury in the performance of the Contract. The Insured shall, in particular, take care in the selection of labour, comply with sound engineering practices, statutory requirements and manufacturers' recommendations, and take action to maintain all Construction Plant and Equipment in good working condition.

In the event of any accident giving rise to, or which may give rise to loss, damage or injury as covered by this Policy, the Insured shall take at his own expense such immediate action as is necessary to minimize any such loss, damage or injury, and to prevent any repetition in that or any other part of the Property Insured.

8.5 Access and Inspection

Representatives of the Insurers shall, at any reasonable time, have the right to inspect and examine all or any part of the Property Insured or the Construction Site in relation to the performance of the Contract. In addition, the representatives shall be provided by the Insured with such information pertaining to the risks insured by this Policy as may be reasonably requested.

8.6 Claims

In the event of any accident occurring, which might give rise to a claim under this Policy, the Insured shall:

- (a) immediately notify the Insurers by telephone or e-mail via the address specified in the Schedule, giving an indication as to the nature and extent of the loss, damage or injury, and confirm such advice in writing as soon as possible;
- (b) supply as soon as possible all such information and documentary evidence in relation to the claim as the Insurers may require;
- (c) preserve damaged Property Insured and make it available for inspection by a representative of the Insurers;
- (d) send to the Insurers, immediately after receipt, any writ, summons or other proceedings which may be commenced against the Insured;
- (e) inform the police authorities promptly in the event of loss or damage by theft, burglary or any malicious persons(s) for the purpose of recovering any property so lost, discovering the guilty person or persons, and having him, her or them duly prosecuted;
- (f) give to the Insurers every assistance to enable the Insurers to settle or resist any claim against the Insured, or institute any proceedings;
- (g) advise the Insurers of any other insurance(s) which may cover the same loss, damage or injury, or any part thereof.

The Insurers shall not be liable for any loss damage or injury for which no notice has been received by the Insurers within 14 days of its occurrence.

The Insured shall not negotiate, pay, settle, admit or repudiate any claim under the Policy without the written

consent of the Insurers, nor shall the Insured be entitled to abandon any property to the Insurers.

If a claim is made and rejected and no action, suit is commenced by the Insured within three months after such rejection, then, for all purposes, the claim shall be regarded as having been abandoned and shall not be recoverable under this Policy.

8.7 Subrogation

The Insured shall, at the expense of the Insurers, do and concur in doing and permit to be done, all such acts and things as may be necessary or reasonably required by the Insurers for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which the Insurers shall be or would become entitled or subrogated, upon their paying for or making good any loss, damage or injury under this Policy, whether such acts and things shall be or become necessary or required before or after the Insured's indemnification by the Insurers.

8.8 Arbitration

The parties to the contract may mutually agree and enter into a separate Arbitration Agreement to settle any and all disputes in relation to this policy.

Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

8.9 Contribution

This insurance is not to be called upon in contribution and is only to pay any loss, damage or injury hereon if and so far as not recoverable under any other insurance policy.

8.10 Fraudulent Claims

If a claim made by or on behalf of the Insured is in any respect fraudulent, or if any fraudulent means or devices are used by the Insured or anyone acting on his behalf in connection with a claim, such claim shall not be recoverable hereunder and all cover under this Policy shall be forfeited.

8.11 Premium Adjustment

Applicable In case of Section 1 & 2 – Material Damage and Third party liability

1. The sum insured under the Policy representing the completely erected value of the plant 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.
2. Any increase or decrease in prime cost of Plant and Equipment shall not be the subject matter of premium adjustment.

Applicable In case of Section 3 - Delay in start-up section

1. If the Insured declares (certified by the Insured's auditors) that the gross profit earned during the accounting period of twelve months following the commencement of the insured business or the date

on which but for the delay the business would have commenced was less than the sum insured thereon, a pro rata return of premium not exceeding one third of the premium paid shall be made in respect of the difference.

2. If any loss or damage has occurred giving rise to a claim under this Policy, such return shall be made in respect only of so much of said difference as is not due to such damage.

8.12 Policy Voidable

This Policy shall be voidable in the event of any misrepresentation, mis-description or non-disclosure in any material particular.

8.13 Applicable Law

This *policy of insurance* shall be construed in accordance with the laws of India

8.14 Policy cancellation

The Company may cancel this policy on grounds of misrepresentation, fraud, non disclosure of material facts, non cooperation by the insured or anyone acting on its behalf by giving 15 days notice and by sending an endorsement in this regard at insured's/insured parties' address shown in the schedule of the policy. In such cases the cancellation will be from the date of inception or extension as the Company deem fit on merit of case and no refund will accrue to the insured/insured parties.

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 the date of cancellation should be less than 60% of reworked premium.
- ii. The unexpired period is not less than 3 months or 25% of the policy period, whichever is less
- iii. Testing period should not have commenced.

This insurance may also at any time be terminated at the option of the 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.

8.15 MID-TERM REVISION IN SUM INSURED

If the Sum Insured is required to be increased during the Policy period the premium should be collected on the additional Sum Insured at applicable Policy rate.

Mid-term increase in Sum Insured shall be affected only after the same has been recorded in the policy by the Company, before the occurrence of any claim.

8.16 Condonation of Delay

The Company may condone delay in claim intimation/document submission on merit, where it is proved that delay in reporting of claim or submission of claim documents, is due to reasons beyond the control of the Insured.

Notwithstanding the above, delay in claim intimation or submission of claim documents due to reasons beyond the control of the Insured shall not be condoned where such claims would have otherwise been rejected even if reported in time.

CLAIMS PROCESS

Claim Intimation

In the event of loss of an insured event the Company must be informed through anyone of below means immediately-

1. Relationship officer / channel partner
2. Call Centre - 022-6234 6234
3. E-mail at care@hdfcergo.com

Contact details for the Company are as follows:

HDFC ERGO General Insurance Co. Ltd.
Corporate Claims Department
6th Floor, Leela Business Park,
Andheri Kurla Road, Andheri (E), Mumbai – 400059
Call Centre - 022-6234 6234

While Intimation of claim, Insured has to provide relevant information which includes Policy details and Loss details (viz. Loss Location, Contact Details, Details of Loss / Accident, Insured's estimate of loss)

Based on the details provided Claim will be registered and Claim No. will be generated and provided to the Insured.

After registration, Claims officer will appoint the Surveyor within 24 hrs.

In general, primarily, the following basic documentations are required for taking the claim forward:

- Claim Intimation letter by the insured with respect to the claim or made against them by the third party or circumstances which would give rise to the claim (against the insured) as per the policy.
- Detailed description of the acts in chronological order which has resulted in the loss (details of the quantum of loss to be mentioned and the basis at which it is arrived) giving rise to a claim.
- First Information Report /charge sheet filed by the police
- Internal Investigation report, if any, from the Insured giving an Insight into the loss.
- Newspaper cutting where the incidence of terrorist attack has been reported – (Wherever Terrorism is opted)
- Any other documents which would be construed as material information to the case.

Our Claim process:

- An acknowledgement with respect to the claim intimation is given to the insured, once we are in receipt of any claim intimation from the insured.
- Based on the information submitted in the claim intimation letter, if required, we may procure more information from the insured depending on the facts mentioned therein. Upto the satisfaction of the Company.
- Surveyor / Investigator may be appointed, if required

The documents generally required for processing of claims are:

1. Policy/Underwriting documents.
2. Survey Report with Photographs wherever applicable
3. Claim Form, duly completed.
4. Log book / Asset register / Capitalized item list
5. Repair / Replacement invoices with receipt
6. All Applicable valid Certificates
7. Production / Generation / Revenue data
8. Duly certified financial account statements
9. Any other relevant documents required based on type of loss
10. KYC documents are compulsory where settlement amount is over 1 lac

Apart from above Standard documents some other documents may be called for based on the nature of claim. Any other document as may be necessary and appropriately applicable for the claims preferred under the different sections of the policy.

Surveyor shall within 7 days of the claim intimation, inform the insured / claimant of the essential documents. Surveyor shall, submit his final report to the Company within 30 days of final submission of documents by insured. On receipt of the final survey report or the additional survey report, Insurer within a period of 30 days offer a settlement of the claim to the insured/claimant.

Grievance Redressal Procedure

If you have a grievance that you wish us to redress, you may contact us with the details of your grievance through:

- Call Centre - 022-6234 6234
- Emails – grievance@hdfcergo.com
- Designated Grievance Officer in each branch.
- Company Website – www.hdfcergo.com
- Courier : Any of our Branch office or corporate office

You may also approach the Complaint & Grievance (C&G) Cell at any of our branches with the details of your grievance during our working hours from Monday to Saturday.

If you are not satisfied with our redressal of your grievance through one of the above methods, you may contact our Head of Customer Service at

**The Complaint & Grievance Cell,
HDFC ERGO General Insurance Company Limited
D-301, 3rd Floor, Eastern Business District (Magnet Mall),
LBS Marg, Bhandup (West) Mumbai-400078,**

In case you are not satisfied with the response / resolution given / offered by the C&G cell, then you can write to the Principal Grievance Officer of the Company (underwriter) at the following address

**To the Principal Grievance Officer
HDFC ERGO General Insurance Company Limited
D-301, 3rd Floor, Eastern Business District (Magnet Mall),
LBS Marg, Bhandup (West) Mumbai-400078,
e-mail: cgo@hdfcergo.com**

Names of Ombudsman and Addresses of Ombudsmen Centers

OFFICE DETAILS	JURISDICTION OF OFFICE (UNION TERRITORY, DISTRICT)
<p>AHMEDABAD - Shri Kuldip Singh Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@cioins.co.in</p>	<p>Gujarat, Dadra & Nagar Haveli, Daman and Diu.</p>
<p>BENGALURU - Smt. Neerja Shah Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@cioins.co.in</p>	<p>Karnataka.</p>
<p>BHOPAL - Shri Guru Saran Shrivastava Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203 Email: bimalokpal.bhopal@cioins.co.in</p>	<p>Madhya Pradesh, Chattisgarh.</p>
<p>BHUBANESHWAR - Shri Suresh Chandra Panda Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 / 2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@cioins.co.in</p>	<p>Orissa.</p>
<p>CHANDIGARH - Dr. Dinesh Kumar Verma Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email: bimalokpal.chandigarh@cioins.co.in</p>	<p>Punjab, Haryana (excluding Gurugram, Faridabad, Sonapat and Bahadurgarh) Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh & Chandigarh.</p>
<p>CHENNAI - Shri M. Vasantha Krishna Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 Email: bimalokpal.chennai@cioins.co.in</p>	<p>Tamil Nadu, Puducherry Town and Karaikal (which are part of Puducherry).</p>

OFFICE DETAILS	JURISDICTION OF OFFICE (UNION TERRITORY, DISTRICT)
<p>DELHI - Shri Sudhir Krishna Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23232481/23213504 Email: bimalokpal.delhi@cioins.co.in</p>	<p>Delhi & Following Districts of Haryana - Gurugram, Faridabad, Sonapat & Bahadurgarh.</p>
<p>GUWAHATI - Shri Kiriti B. Saha Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001 (ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: bimalokpal.guwahati@cioins.co.in</p>	<p>Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.</p>
<p>HYDERABAD - Shri I. Suresh Babu Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 23312122 Fax: 040 - 23376599 Email: bimalokpal.hyderabad@cioins.co.in</p>	<p>Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry.</p>
<p>JAIPUR - Smt. Sandhya Baliga Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: bimalokpal.jaipur@cioins.co.in</p>	<p>Rajasthan.</p>
<p>ERNAKULAM - Ms. Poonam Bodra Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@cioins.co.in</p>	<p>Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry.</p>
<p>KOLKATA - Shri P. K. Rath Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341 Email: bimalokpal.kolkata@cioins.co.in</p>	<p>West Bengal, Sikkim, Andaman & Nicobar Islands.</p>

OFFICE DETAILS	JURISDICTION OF OFFICE (UNION TERRITORY, DISTRICT)
<p>LUCKNOW - Shri Justice Anil Kumar Srivastava Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: bimalokpal.lucknow@cioins.co.in</p>	<p>Districts of Uttar Pradesh : Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.</p>
<p>MUMBAI - Shri Milind A. Kharat Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052 Email: bimalokpal.mumbai@cioins.co.in</p>	<p>Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.</p>
<p>NOIDA - Shri Chandra Shekhar Prasad Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P - 201301. Tel.: 0120-2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in</p>	<p>State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanoj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kansiramnagar, Saharanpur.</p>
<p>PATNA - Shri N. K. Singh Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building,, Bazar Samiti Road, Bahadurpur, Patna - 800 006. Tel.: 0612-2680952 Email: bimalokpal.patna@cioins.co.in</p>	<p>Bihar, Jharkhand.</p>
<p>PUNE - Shri Vinay Sah Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-41312555 Email: bimalokpal.pune@cioins.co.in</p>	<p>Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.</p>