

Comprehensive Project Insurance - Variant 4

This policy of insurance is made between the insuring party and the Insurer

The insuring party has submitted to the Insurer a proposal requesting insurance cover to be provided under one or more sections of this policy of insurance and the proposal has been accepted by the Insurer. The insurance cover provided by this policy of insurance is only in respect of and subject to the wording of those sections to which the schedule has been completed and which have been signed and dated by the Insurer.

Subject to the insuring party having paid the agreed premium to the Insurer and subject to the terms, provisions, conditions, warranties and exclusions contained herein or endorsed hereon the Insurer shall indemnify the insured in the manner and to the extent stated in the following section(s) forming part of this policy of insurance:

Section 1 – Comprehensive Project Insurance

Section 2 – Third Party Liability (including cross liability)

Section 3 - All Risks of Physical Loss or Damage including Machinery Breakdown Insurance to property insured

The insuring party acknowledges that it has ensured and shall continue to ensure that all parties named as insured in any section of this policy of insurance disclose to it all information required to be provided to the Insurer and shall at all times comply with any obligations which are placed upon the insured by any provision of this policy of insurance.

The due observance and fulfillment of the terms of this policy of insurance insofar as they relate to anything to be done or complied with by the insuring party and the insured and the truth of the statements and answers given by or on behalf of the insured in the proposal as well as any statements in the schedules to any section of this policy of insurance shall be a condition precedent to any liability on the part of the Insurer.

No alteration of the terms of this policy of insurance which may be agreed as between the insuring party and the Insurer shall require the agreement or consent of any other party constituting the insured under any section.

This policy of insurance shall be construed in accordance with the laws of India. The language of communication under this policy of insurance shall be English.

In witness whereof, the duly authorized agent of the Insurer signs this agreement on its behalf.

Definitions applicable to all sections

The terms – written in *italics* – used in this policy of insurance shall have the following meanings unless they are defined differently in any section hereof or the context so requires.

Act of default

means a deliberate act regardless of whether the actual consequences of such an act were anticipated or not or a

reckless failure to take the reasonably necessary precautions which a prudent insured would take to prevent loss of or damage to the property insured or any deliberate act of material non-disclosure or breach of any warranty or condition of this policy of insurance.

Actual value

means the cost which in the event of loss of or damage to any item or part of the property insured would be necessary to replace it with one of the same age and capacity and similar make and quality, inclusive of all materials, wages, freight, customs, duties and dues.

Additional insurance cover

means any additional insurance cover the insured may decide to take out in any section of this policy of insurance

Consequential loss

means any financial loss of any kind or description whatsoever, including loss of profit, loss of opportunity, losses due to delay, lack of performance, loss of contract or penalties.

Deductible

means the amount to be deducted from any payment otherwise to be made by the Insurer to the insured.

Insured

means all the parties named as the insured in a section of this policy of insurance and if the context so requires any one of them.

Insured contract(s)

means the contract(s) of construction works or erection works.

Insurer

means the party named as such in this policy of insurance.

Insurer's agent

means an individual, firm or company appointed by the Insurer to act on its behalf.

Insured party(ies)

means an individual, firm, company, corporation or joint venture specified as an insured in this policy of insurance.

Insuring party

means the individual, firm, company, corporation, joint venture or combination of the above named as such in this policy of insurance that has entered into this policy of insurance on behalf of itself and any other party named as an insured in any section of this policy of insurance.

Language of communication

means the language in which communication between the insured and the Insurer under this policy of insurance shall take place

Material change in risk

means any change in the nature, exposure, location, execution and maintenance of the insured contract(s) that a reasonably prudent Insurer would consider material to the acceptance of the risk under the terms and conditions of this policy of insurance.

New reinstatement value

means the cost which in the event of the total loss or destruction of the property insured would be incurred to replace it with new property of the same capacity and quality or to re-construct, re-erect and re-test the property insured, including all materials, freight, customs, duties and dues.

Period of insurance

means the period during which cover is provided by this policy of insurance as specified in the schedules.

Policy of insurance

means the proposal, the definitions, the conditions, the exclusions, the schedules and the section(s) of this policy of insurance.

Premium

means the premium payable under this policy of insurance calculated in accordance with its terms.

Premium rate

means the rate referred to as such in the schedules agreed between the insuring party and the Insurer

Property insured

means the property insured as specified in the schedules of this policy of insurance.

Proposal

means the written information submitted to the Insurer by the insuring party seeking insurance cover under this policy of insurance.

Representatives

means the directors, officers or any other individuals that have the authority to exercise administrative or executive control over the execution of a contract or over an operation or business

Schedule

means the schedule to the section(s) of this policy of insurance in which reference is made to it.

Section

means any section of this policy of insurance including the schedule thereto.

Site

means the places where the works are to be executed and any other places that may be specified in the Insured contract(s) as forming part of the site

Sum(s) insured

means the amount of insurance cover specified in the schedule(s) in respect of any particular item of property insured or interest insured or the total amount of insurance cover specified in a schedule as the context may require.

Territorial limits

means the geographical area in respect of which cover will be provided by this policy of insurance as specified in any schedule

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 organization(s) or government(s), committed for political, religious, ideological, or ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

Exclusions applicable to all sections

1. Unless otherwise stated in any section of this policy of insurance, the Insurer shall not indemnify the insured in respect of any loss, damage or liability resulting from or aggravated by
 - 1.1. war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny, conspiracy, strike, lock-out, riot, civil commotion, military or usurped power, confiscation, nationalization, commandeering, requisition or destruction or damage by or under the order of any government de jure or de facto or by any public or local authority;
 - 1.2. the acts of any person or persons acting on behalf of or in connection with any organization with activities directed towards the overthrowing or influencing of any government de jure or de facto by force or violence;
 - 1.3. any act of terrorism;
 - 1.4. ionizing radiation or radioactive contamination from any nuclear fuel or nuclear waste or from the combustion of nuclear fuel;
 - 1.5. the radioactive, toxic, explosive or otherwise hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
 - 1.6. any weapon of war employing atomic or nuclear fission and/or fusion or any other similar reaction or radioactive force or matter;
 - 1.7. an act of default committed by the insured or its representatives;
 - 1.8. any partial or total unscheduled cessation of work exceeding four weeks of which the Insurer has not been notified.

In any action, suit or other proceeding in which the Insurer alleges that by reason of the provisions of exclusions 1.1, 1.2 and 1.3 above any loss, damage or liability is not covered by this policy of insurance, the burden of proving that such loss, damage or liability is covered shall be upon the insured.

Conditions applicable to all sections

1. **Payment of premium**
 - 1.1. Notwithstanding the provisions of clause 3 the payment of the premium by the insuring party is a condition precedent to the Insurer's liability towards any insured party under any section of this policy of insurance.
 - 1.2. The Insurer shall not be liable to indemnify the insured or any insured party in respect of any occurrence happening prior to the receipt of the premium.
2. **Reasonable precautions**
 - 2.1. The insured shall take at its own expense all reasonable precautions and comply with all reasonable recommendations made by

the Insurer, to prevent loss of or damage to the property insured or any liability arising under this policy of insurance and comply with all relevant statutory requirements and manufacturers' recommendations.

3. Multiple insured clause

- 3.1. If in any section the insured comprises more than one party each operating as a separate and distinct entity, this policy of insurance shall, unless otherwise provided for in this policy of insurance, apply as if a separate policy had been issued to each of these parties provided always that the Insurer's overall liability towards the parties that constitute the insured in any section shall not exceed the sum insured and any limits of indemnity specified in the schedule to that section.
- 3.2. Any payment made by the Insurer to any insured party as a result of an occurrence of loss or damage shall reduce, by the amount of that payment, the Insurer's liability towards all the insured parties that constitute the insured arising from that occurrence under this policy of insurance

4. Act of default

- 4.1. In the event of an act of default being committed by an insured party or its representatives the Insurer shall not be liable to pay any amount to the insured party under this policy of insurance.
- 4.2. An act of default committed by one insured party or its representatives shall not prejudice the entitlement to indemnity of any other insured party that has not itself (and whose representatives have not) committed an act of default.
- 4.3. In the event of the Insurer refusing to indemnify an insured party as a result of any act of default no other insured party shall be entitled to indemnity in respect of the same loss or damage by assuming the rights or obligations of the insured party whose claim for indemnity the Insurer has refused or is entitled to refuse.
- 4.4. In the event of an act of default the Insurer shall be entitled to claim from the insured party any loss or damage it may have suffered including, without limitation, any sums it may have paid to any other insured party as a result of any loss or damage caused or contributed to by the insured party or its representatives committing an act of default.

5. Subrogation

- 5.1. The Insurer shall waive its rights of subrogation against all insured parties provided no act of default committed by any insured party or its representatives has caused any loss or damage to any other insured party.
- 5.2. The insured shall at the Insurer's expense do and concur in doing and permit to be done

all action that may be necessary or required by the Insurer in the interest of any rights or remedies or for the purpose of obtaining relief or indemnity to which the Insurer is or would become entitled or which is or would be subrogated to him upon indemnification or rectification of any loss or damage under this policy of insurance, regardless of whether such action is or becomes necessary or required before or after the insured's indemnification by the Insurer

6. Risk inspections

- 6.1. The Insurer or the Insurer's agent shall have the right to inspect and examine the property insured at any reasonable time and the insured shall provide the Insurer or the Insurer's agent with all relevant details and information

7. Material change in risk

- 7.1. As soon as is reasonably possible, any party named as the insured in any section of this policy of insurance shall notify the insuring party of any material change in risk of which it is aware or ought reasonably to be aware and shall take or cause to be taken at its own expense any additional precautions that may be necessary to prevent loss or damage occurring to the property insured as a result of such material change in risk.
- 7.2. The insuring party shall immediately notify the Insurer in writing upon receipt of any notice from the insured.
- 7.3. The Insurer shall not be liable for any loss of or damage to property insured which would not have resulted had there not been a material change in risk unless the Insurer has agreed to the material change in risk in which case the scope of cover and premium shall, if necessary, be adjusted by the Insurer to reflect the material change in risk

8. Claims notification and the insured's obligations following an occurrence of loss or damage

- 8.1. In the event of any occurrence which might give rise to a claim under this policy of insurance, the insured shall
 - 8.1.1. notify the Insurer in writing as soon as reasonably possible, indicating the nature and extent of the loss or damage;
 - 8.1.2. take all such measures as may be reasonable for the purpose of minimizing loss or damage;
 - 8.1.3. ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised;
 - 8.1.4. do and concur in doing and permit to be done all such things as may be practicable to establish the cause and extent of the loss or damage;

- 8.1.5. preserve all parts affected and make them available for inspection by the Insurer's agent as long as the Insurer may require;
- 8.1.6. inform the police authorities of loss or damage due to fire, theft or burglary or actions by any malicious person and render all reasonable assistance to the police authorities
- 8.1.7. furnish any information and documentary evidence that the Insurer may require together with, if required, a statutory declaration of the truth of the claim.
- 8.2. If the insured or anyone acting on its behalf hinders or obstructs the Insurer in any way or does not comply with any reasonable recommendations the Insurer may make following the notification of any loss or damage, all benefits claimed under any section of this policy of insurance shall be forfeited.
- 8.3. The Insurer shall reimburse the insured for any charges properly and reasonably incurred in pursuance of its duties in relation to clauses 8.1.2 and 8.1.3 above in addition to any loss recoverable under any section of this policy of insurance.
- 8.4. Upon notifying the Insurer, the insured may repair any minor damage or replace any parts of the property insured that have sustained minor damage; in all other cases the Insurer's agent shall be given the opportunity to inspect the loss or damage before any repairs are effected and if the Insurer's agent does not carry out the inspection within a period of time which could be considered reasonable under the circumstances, the insured shall be entitled to proceed with the repair or replacement.
- 8.5. The liability of the Insurer under this policy of insurance in respect of any lost or damaged part or parts of the property insured shall cease if such part or parts are not repaired or replaced in accordance with the relevant technical standards.
9. **Fraudulent claims**
 - 9.1. If an insured party makes any claim that is fraudulent or any false declaration or statement in support thereof, this policy of insurance between the Insurer and the insured party making such a claim shall become void and the Insurer shall not be liable to make any payment hereunder to that party.
 - 9.2. For the avoidance of doubt, the insuring party shall not be entitled to any return of premium in the event that the policy of insurance is treated as void.
10. **Disclaimer of liability**
 - 10.1. If the Insurer disclaims liability in respect of any claim and if conciliation is not commenced within three months of such a disclaimer, all benefits under this policy of insurance in respect of that claim shall be forfeited.
11. **Other insurances**
 - 11.1. If at the time any claim is made under this policy of insurance there is any other insurance covering the same loss, damage or liability, the Insurer shall not be liable to pay more than the rateable proportion of any claim for such loss, damage or liability.
12. **Entire agreement**
 - 12.1. This policy of insurance shall form the entire agreement between the Insurer and the insuring party and any party claiming as an insured and supersedes and replaces all prior communications, representations, undertakings and agreements between the parties whether oral or written.
13. **Seamless Cover**
 - 13.1. Property insured under this policy is covered either under Section I Project works or section 3 Operational Material Damage and in no case shall Property insured be covered under both Section 1 and Section 3 concurrently. Property insured will be transferred seamless from section 1 Project works to Section 3 Operational Material Damage after the procedure of pre testing, segment wise, cluster wise, part of the plant shall be connected with the grid.
 - 13.2. Each sub-limit of liability stated in the Schedule or elsewhere in this policy is the maximum amount potentially recoverable from all sections combined for all insured loss, damage, expense, business interruption or other interest arising from or relating to that aspect of the occurrence, including but not limited to type of property, construction, geographic area, zone, location, or peril.
14. **Termination of Policy:**

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 replace the complete point with the new Arbitrationwording shared 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.

15. Arbitration Clause

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.

SECTION 1

3. Comprehensive Project Insurance.

3.1. Indemnification

- 1.1. The Insurer shall indemnify the insured for any sudden physical loss of or damage to the property insured which the insured could not reasonably have foreseen and which occurs within the territorial limits at any time during the period of insurance due to any cause not specifically excluded and which results in property insured needing to be repaired or replaced.
- 1.2. The indemnity for each item entered in the schedule shall not exceed the specified sum insured or limit of indemnity that may be applicable.

3.2. Property insured

- 2.1. All permanent and temporary works, temporary & permanent buildings, materials, spares, machinery & equipment, office equipments, fuel, tools and/or all other property or equipment of whatsoever nature or description, the property of the Insured or that for which they are responsible at the site or elsewhere within the Territorial limits including whilst temporarily stored at or away from the site all in connection with the project work.

3.3. Sum insured

- 3.3.1. It is a requirement of this policy of insurance that at the inception date of this section the sum insured specified in the schedule in respect of the property insured shall not be less than the completely erected value at the completion date of the Insured contract(s), but excluding professional fees and costs incurred for the reproduction of plans and documents, removal of debris and expediting expenses.
- 3.3.2. If during the period of insurance the sum insured specified in the schedule in respect of property insured is exceeded by the completely erected

value, it shall be deemed to be increased by the amount in excess but by not more than the percentage for escalation specified in the schedule.

- 3.3.3. If additional insurance cover is agreed upon in the schedule, the sum(s) insured shall be increased by the respective amount whenever applicable.

- 3.3.4. In the event of any indemnification under this section the sum insured of the property insured shall automatically be reinstated

3.4. Period of insurance

- 3.4.1 The period of insurance of this section shall include
 - 3.4.1.1. the construction and erection period including the testing period
 - 3.4.1.2. the defects liability period as specified in the schedule.
- 3.4.2. The insurance cover under this section shall begin upon commencement of physical work or storage on the site or the inception date of this section specified in the schedule, whichever is the later.
- 3.4.3. All insurance cover under this section shall cease upon expiry of any defects liability period or on the expiry date specified in the schedule, whichever is the earlier.
- 3.4.4. Any extensions of the periods of insurance shall be subject to the prior written consent of the Insurer.

3.5. Territorial limits

- 3.5.1. The territorial limits of this section shall include the site and any additional locations within India, for off-site storage.

3.6. Deductibles

- 3.6.1. In respect of each and every occurrence of loss or damage to items of property Insured the Insurer shall not be liable for the amount of the respective deductibles specified in the schedule, provided that if more than one item is lost or damaged as a result of any one occurrence, the insured shall not be called upon to bear more than the highest single deductible applicable to any lost or damaged item.
- 3.6.2. Any loss of or damage to the property insured under this section arising during any one period of 72 consecutive hours caused by acts of God of the same type covered by this section shall be deemed to have been caused by a single occurrence and shall therefore be subject to one deductible.
- 3.6.3. For the purposes of the foregoing the commencement of any such 72-hour period shall be decided upon by and at the discretion of the insured, it being understood and agreed that there shall be no overlapping of any two or more such 72-hour periods in the event of damage occurring over a more extended period of time

3.7. Exclusions

The following shall be excluded from the cover provided by this section:

- 3.7.1. any costs rendered necessary to replace, repair or rectify property insured which is defective as a result of any fault, defect, error or omission in design, plan, specification, material or workmanship, but should any part of the property insured containing any such defect become lost or damaged, the costs excluded are those which the insured would have incurred to replace, repair or rectify the original defect if such defect had been discovered before the occurrence of loss or damage;
- 3.7.2. loss or damage resulting from wear and tear, corrosion, oxidation or deterioration of property insured, but this exclusion shall be limited to the parts immediately affected and shall not extend to liability for loss of or damage to parts of the property insured lost or damaged as a consequence thereof;
- 3.7.3. loss of or damage to bills, currency, stamps, deeds, evidences of debt, notes, securities or cheques;
- 3.7.4. loss or disappearance which is discovered only at the time of taking an inventory or which is not traceable to a specific occurrence of loss or damage otherwise indemnifiable under this section;
- 3.7.5. loss or damage resulting from the use or operation of property insured occurring after the expiry of its testing period, but this exclusion shall be limited to the parts in operation or use and shall not extend to liability for loss of or damage to other parts of the property insured as a consequence thereof;
- 3.7.6. loss of or damage to property insured or any part thereof
 - 3.7.6.1. which has been taken into use or operation, or
 - 3.7.6.2. for which a taking-over certificate has been issued or is deemed to have been issued, unless such loss or damage occurred during the defects liability period specified in the schedule and
 - 3.7.6.2.1. was 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 defects liability provisions of the Insured contract(s) or
 - 3.7.6.2.2. was caused on the site during the construction and erection period or during the testing period;
- 3.7.7. loss of or damage to any part of the property insured which has previously been in use or operation and occurring after the commencement of the testing period of any such property;
- 3.7.8. Consequential loss

3.8. Conditions for loss settlement

In the event of any loss or damage the basis of loss settlement under this section shall be as follows:

- 3.8.1. In cases where damage can be repaired the Insurer shall indemnify the costs necessarily incurred to restore the damaged property to its condition immediately before the occurrence of loss or damage.
- 3.8.2. If the costs of repairs equal or exceed the actual value of the damaged property immediately before the occurrence of loss or damage, that property shall be deemed to be a total loss.
- 3.8.3. In the event of a total loss the Insurer shall pay the actual value of the property insured immediately before the occurrence, provided all costs have been included in the sum insured.
- 3.8.4. If, in the event of loss or damage, it is found that the sum insured is less than the amount required to be insured, then the amount recoverable by the insured under this section shall be reduced in such proportion as the sum insured bears to the amount required to be insured. Provided however that if the said Sum Insured in respect of such item(s) of the Schedule shall not be less than 85% of the value of the item(s) thereat, this condition shall be of no purpose and effect
- 3.8.5. The cost of any provisional repairs shall be borne by the Insurer if such repairs constitute part of the final repairs and do not increase the total cost of repairs.
- 3.8.6. The amount payable by the Insurer shall be reduced by the value of any salvage

3.9. Definitions

Act(s) of God

means an occurrence due to natural causes, directly and exclusively without human intervention and which could not have been foreseen or if foreseen, could not have been resisted by any amount of human care or skill.

Construction and erection period

means a period during which construction and erection work is carried out pursuant to the provisions of the Insured contract(s).

Defects liability period

means a period during which the insured contractor(s) comply with their obligations to complete outstanding work and remedy defects pursuant to the provisions of the Insured contract(s).

Other causes

means all causes other than acts of God or those occurring during the testing period or the defects liability period

Taking-over certificate

means a certificate issued under the provisions of the Insured contract(s) pursuant to which the employer may take over property insured or any part thereof.

Testing period

means a period within the construction and erection period during which the insured contractor(s) must test and commission property insured pursuant to the provisions of the insured contract(s).

3.10. Special Conditions / Extensions

- 3.10.1. Transmission & Distribution Lines

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, erection of transmission and distribution lines are covered under Section 1 of this Policy.

SECTION 2

4. Third party liability

4.1. Indemnification

- 1.1. The Insurer shall indemnify the insured up to the limits of indemnity specified in the schedule in respect of any sums the insured shall become legally liable to pay as damages as a result of
 - 1.1.1. accidental death of or bodily injury to or illness of third parties or
 - 1.1.2. accidental loss of or damage to property belonging to third parties
- 1.2. caused by the construction, erection and testing of the property insured or an insured contractor's operation necessary to comply with the provisions of an Insured contract and occurring within the territorial limits during the period of insurance.

4.2. Limit of indemnity

The Insurer's total liability under this section for any one occurrence or series of occurrences arising from one event or attributable to a single cause shall not exceed in the aggregate the total limit of indemnity entered in the schedule.

4.3. Cross liability

- 4.3.1. The insurance under this section shall apply to the insured named in the schedule of section 1 as if a separate policy had been issued to each party, provided that the Insurer shall not indemnify the insured under this section in respect of any liability for
 - 4.3.1.1. loss of or damage to property insured under sections 1 or 2 of this policy of insurance;
 - 4.3.1.2. death of, bodily injury to or illness of any employee of any insured party;
 - 4.3.1.3. consequential loss resulting from loss of or damage to property belonging to or held in the care, custody or control of any insured party

4.4. Cost of litigation

- 4.4.1. In respect of a claim for compensation to which the indemnity provided herein applies, the Insurer shall in addition indemnify the insured for
 - 4.4.1.1. all costs and expenses of litigation recovered from the insured by any claimant and
 - 4.4.1.2. all costs and expenses incurred with the Insurer's written consent,
- 4.4.2. always provided that the Insurer's liability under this section shall not exceed the limits of indemnity specified in the schedule.

4.5. Period of insurance

- 4.5.1. The period of insurance of this section shall be either the period of insurance of section 1 or the period specified in the schedule.
- 4.5.2. Any extension of the period of insurance shall be subject to the prior written consent of the Insurer.

4.6. Deductible

- 4.6.1. In respect of each and every occurrence of loss of or damage to items of property belonging to third parties the Insurer shall not be liable for the amount of the deductible specified in the schedule.

4.7. Exclusions

The following shall be excluded from the cover provided by this section:

- 4.7.1. any liability resulting from any loss of or damage to any property or land or building caused by vibration or by the removal or weakening of any support;
 - 4.7.2. any liability resulting from the ownership or possession of or use by or on behalf of the insured of any waterborne vessel or any aircraft or any vehicle licensed for general road use other than when being used as a tool of trade on site;
 - 4.7.3. any liability resulting from the death of, bodily injury to or illness of employees or workmen of any insured party;
 - 4.7.4. any liability resulting from loss of or damage to property held in the care, custody or control by an insured party or any property on which an insured party is working;
 - 4.7.5. any liability resulting from any contract or any agreement entered into by the insured to pay any sum by way of indemnification or otherwise unless such liability would also have attached in the absence of such agreement;
 - 4.7.6. any liability resulting from pollution or contamination other than that caused by a sudden identifiable unintended and unexpected occurrence, other than those excluded by clauses 1.4 and 1.5 of the exclusions applicable to all sections, which takes place in its entirety at a specific time and place;
 - 4.7.7. any liability for fines, penalties, liquidated damages or damages for breach or non- performance of contract of whatever nature;
 - 4.7.8. any liability for any occurrence which is inevitable having regard to the circumstances and nature of the work undertaken;
 - 4.7.9. any liability arising during the defects liability period specified in the schedule to section 1 other than that which arises solely out of an insured contractor's operations carried out for the purpose of complying with his obligations under the defects liability provisions of an Insured contract.
- ### 4.8. Special conditions
- 4.8.1. No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of the insured without the express written consent of the Insurer.
 - 4.8.2. If it so desires the Insurer shall be entitled at its own

expense to take over and conduct in the name of the insured the defence or settlement of any claim or to prosecute for its own benefit in the name of the insured any claim for indemnity or damages or contribution.

4.8.3. The Insurer shall also have full discretion in the conduct of any proceedings or in the settlement of any claim and the insured shall give any information and assistance the Insurer may require.

4.8.4. Insofar as an accident is involved, the Insurer may pay to the insured the limit of indemnity for any one accident less any compensation already paid in respect of the accident or any sum below the limit of indemnity from which claims arising from the accident may be settled. 4.8.4.1. Thereafter, the Insurer shall in either case be under no further obligation in respect of the accident under this section.

4.9. Definitions

Employees means

- anyone directly employed by the insured
- labour masters or suppliers and persons supplied by them
- persons employed by labour-only subcontractors
- self-employed persons, drivers and/or operators of plant hired by any insured party including drivers and/or operators supplied by any plant hire company who are stated to be or deemed to be employees of the insured pursuant to any terms of any plant hire agreement
- persons gaining work experience or undergoing training
- any other person hired or borrowed by an insured party
- voluntary workers

who are working under the direction or control of the insured in connection with the performance of an Insured contract under section 1.

SECTION 3

5. All risks of Physical loss or damage including Machinery Breakdown Insurance to property Insured.

5.1. Indemnification

- 1.1 The Insurer shall indemnify the insured for any sudden physical loss of or damage to the property insured which the insured could not reasonably have foreseen and which occurs within the Insured premises at any time during the period of insurance due to any cause not specifically excluded and which results in property insured needing to be repaired or replaced
- 1.2 The indemnity for each item entered in the schedule shall not exceed the specified sum insured or limit of indemnity that may be applicable.

5.2. Property Insured

2.1 All property including those held in trust and/or for which insured have an insurable interest, in case of loss or damage, whilst contained in the insured Premises, but not limited to all permanent and temporary installations including civil structures, mechanical, electrical and electronic Equipment, Including spare parts, buildings including internal roads & Boundary walls, landscaping and garden, contents, Plant and machinery, furniture and fittings and such other property to facilitate the project work, being part of the project sum insured declared for insurance under section I herein

5.3. Sum insured

It is a requirement of this policy of insurance that the sum(s) insured specified in the schedule in respect of the property insured shall not be less than the new replacement value of such property.

In the event of any indemnification under this section the sum insured shall be automatically reinstated

5.4. Period Of Insurance

5.4.1 Unless agreed otherwise the period of insurance under this section shall incept at the commissioning / operational date of each unit and terminates on commissioning of the last unit but not later than the Policy expiry date

5.4.2 Any extension of the periods of insurance shall be subject to the prior written consent of the Insurer.

5.5. Territorial Limits

5.5.1 The territorial limits of this section shall be the site as defined in the schedule.

5.6. Deductibles

5.6.1 In respect of each and every occurrence of loss or damage to the items of the property insured the Insurer shall not be liable for the amount of the respective deductibles specified in the schedule, provided that if more than one item is lost or damaged as a result of any one occurrence, the insured shall not be called upon to bear more than the highest single deductible applicable to any lost or damaged item.

5.6.2 Any loss of or damage to the property insured under this section arising during one period of 72 consecutive hours caused by acts of God of the same type covered by this section shall be deemed to have been caused by single occurrence and shall therefore the subject to one deductible.

5.6.3 For the purposes of the forgoing the commencement of any such 72 hour period shall be decided upon by and at the discretion of insured, it is being understood and agreed that there shall be no overlapping of any two or more such 72 hour periods in the events of damage occurring over more extended period of time.

5.7. Exclusion

The following shall be excluded from the cover provided by this section.

5.7.1. Property excluded

- a. property in the process of being constructed or erected;
 - b. mechanical, electrical and electronic equipment prior to the successful completion of their Performance acceptance tests;
 - c. goods in process if loss or damage arises from the process of manufacture, testing, repairing, cleaning, restoring, alteration, renovation or servicing;
 - d. motor vehicles licensed for public roads, railway locomotives, rolling stock, floating equipment, ships, vessels, aircraft, spacecraft;
 - e. money, stamps, deeds, evidence of debt or title, works of art, rare books, jewellery, precious metals, precious stones and gems, securities, valuable documents;
 - f. land, including topsoil, backfill, drainage and culverts, roads, runways, railway lines, dams, reservoirs, water, canals, drilling rigs, wells, pipelines, transmission and distribution lines, tunnels, bridges, docks, piers, wharves, any property underground, offshore property;
 - g. flora and fauna;
 - h. all property on the premises of nuclear power stations;
 - i. nuclear reactors, reactor buildings and plant and equipment therein on any premises other than nuclear power stations;
 - j. all property on any premises (including but not limited to the premises referred to above) used or having been used for
 - a. the generation of nuclear energy or
 - b. the production, use or storage of nuclear material;
- d. loss or disappearance which is discovered only during an inventory or stocktaking or which is not traceable to a specific occurrence of loss or damage otherwise indemnifiable under this section;
 - e. shrinkage, evaporation, loss of weight, consequences of exposure to light, change in flavour, cooler, texture or finish affecting raw material, goods in process or finished goods unless such change in condition is a direct consequence of an occurrence of loss or damage otherwise indemnifiable under this section;
 - f. loss or damage attributable to extremes or changes of temperature or humidity or to non-existing, non-functionable or inadequate heating, air-conditioning or cooling equipment including operating error, condensation, excessive moisture, dampness, seepage, disease, deterioration, decay, mildew, mould, fungus, wet or dry rot, insect larvae or vermin of any kind, infestation unless resulting from a cause not otherwise excluded;
 - g. any malfunction of hardware, software or embedded chips as well as any loss, damage, destruction, distortion, erasure, corruption or alteration of electronic data (including but not limited to computer virus, worms, Trojan Horses); but this shall not exclude liability for loss of or damage to other parts of the property insured as a consequence thereof;

5.7.2 Perils excluded

The Insurer shall not be liable for loss or damage resulting from

- a. any faults or defects existing at the time of commencement of this policy of insurance of which the insured or his representatives were or ought reasonably to have been aware, irrespective of whether such faults or defects were known to the insurer or not;
 - b. release, discharge, or dispersal of toxic or hazardous substances, contaminants or pollutants, proximate or remote, unless specifically agreed;
 - c. lack of incoming supplies including but not limited to electricity, fuel, water, gas, steam or refrigerant.
- The insurer shall not be liable for
- a. loss or damage for which a manufacturer, supplier, contractor or repairer is responsible either by law or ordinance or under any contract or agreement;
 - b. any increase in the cost of replacement or repair due to enforcement of any ordinance or law;
 - c. wear and tear, rust, corrosion, erosion, cavitation,
- h. costs arising from false or unauthorized programming, punching, labelling or inserting, inadvertent cancelling of information or discarding of data media and from loss of information caused by magnetic fields;
 - i. costs of maintenance, upgrade or improvement, normal upkeep;
 - j. consequential loss or any costs to reduce it;
 - k. loss of or damage to hired equipment for which the lessor is responsible either by law or ordinance or under any contract or agreement;
 - l. any costs rendered necessary to replace, repair or rectify property insured which is defective due to any fault, defect, error or omission in design, plan, specification, material, manufacture or workmanship, but should property insured . other than mechanical, electrical and electronic equipment . containing any such defect become lost or damaged, the

costs excluded are those which the insured would have incurred to replace, repair or rectify the original defect if such defect had been discovered before the occurrence of loss or damage. Mechanical, electrical and electronic equipment shall be considered covered for losses resulting from any of the causes mentioned in this clause

5.8. Condition for Loss Settlement:

In the event of any loss or damage the basis of loss settlement under this section shall be as follows:

- a. for stock, goods in process, finished goods, raw materials and supplies the costs required to replace the damaged material at the same premises by material of a similar kind and quality to that immediately before the loss;
- b. for plans, drawings, records, data and programs for electronic and electromechanical data-processing equipment the cost of reproducing the same from duplicates or from originals;
- c. for mechanical, electrical and electronic equipment older than 5 years to be calculated from the date of manufacture and for mobile equipment of any age;
- d. for damage which can be repaired the costs necessarily incurred to restore the damaged item to its former state of serviceability plus the cost of dismantling and re-erection incurred for the purpose of effecting the repairs as well as ordinary freight to and from a repair shop, customs duties and dues, if any, to the extent that such expenses have been included in the sum insured. If the repairs are carried out at a workshop owned by the insured, the insurer shall pay the cost of materials and wages incurred for the purpose of the repairs plus a reasonable percentage to cover overhead charges. No deduction shall be made for depreciation in respect of parts replaced.
- e. If the cost of repairs equals or exceeds the actual value of the damaged property immediately before the occurrence of loss or damage, that property shall be regarded as a total loss.
- f. In the event of a total loss the insurer shall pay the actual value of the property insured immediately before the occurrence, including charges for ordinary freight, cost of erection and customs duties, if any, provided such expenses have been included in the sum insured.
- g. The insurer shall also pay any reasonable costs to dismantle damaged equipment.
- h. for all other property the new replacement value or the cost of restoring the property to a condition equal to but no better or more extensive than its condition when new, whichever is the lower.
- a. If, in the event of loss or damage, it is found that the sum insured is less than the amount required to be insured, then the amount recoverable by the insured under this section shall be reduced in such proportion as the

sum insured bears to the amount required to be insured. Provided however that if the said Sum Insured in respect of such item(s) of the Schedule shall not be less than 85% of the value of the item(s) thereof, this condition shall be of no purpose and effect.

- b. The costs of any alterations, additions, improvements or overhauls shall not be recoverable under this policy of insurance,
- c. The cost of any provisional repairs shall be borne by the insurer if such repairs constitute part of the final repairs and do not increase the total cost of repairs.
- d. The amount payable by the insurer in accordance with the above-mentioned provisions shall be reduced by the value of any salvage

5.9. Preventive maintenance:

It is a condition of this policy of insurance that any plant, machinery or equipment forming property insured is maintained in accordance with the recommendations of the suppliers or manufacturers of such plant, machinery or equipment

Such maintenance shall include safety checks, preventive maintenance, rectification of loss or damage or faults arising from normal operation or wear and tear as well as from ageing, and shall also include the repair or replacement of components, modules or parts.

5.10. 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.

5.11. 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.

5.12 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. Contact us - 022 6158 2020/ 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
Contact us - 022 6158 2020/ 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 in 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:

- Contact us - 022 6158 2020/ 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

The contact details of the Insurance Ombudsman offices are as below-

NAMES OF OMBUDSMAN AND ADDRESSES OF OMBUDSMEN CENTERS	
Office Details	Jurisdiction of Office (Union Territory, District)
AHMEDABAD Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02 Email: bimalokpal.ahmedabad@cioins.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu
BENGALURU 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	Karnataka
BHOPAL Office of the Insurance Ombudsman, 1st floor,"Jeevan Shikha", 60-B,Hoshangabad Road, Opp. Gayatri Mandir, Bhopal – 462 011. Tel.: 0755 - 2769201 / 2769202 Email: bimalokpal.bhopal@cioins.co.in	Madhya Pradesh, Chattisgarh
BHUBANESHWAR Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@cioins.co.in	Orissa
CHANDIGARH Office of the Insurance Ombudsman, Jeevan Deep Building SCO 20-27, Ground Floor Sector- 17 A, Chandigarh – 160 017. Tel.: 0172-2706468 Email: bimalokpal.chandigarh@cioins.co.in	State of Punjab, Haryana (excluding 4 districts viz Gurugram, Faridabad, Sonapat and Bahadurgarh), Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh and Chandigarh.
CHENNAI Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24333678 Fax: 044 - 24333664 Email: bimalokpal.chennai@cioins.co.in	Tamil Nadu Puducherry Town and Karaikal (which are part of Puducherry).
DELHI Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23237539 Email: bimalokpal.delhi@cioins.co.in	Delhi, 4 districts of Haryana viz Gurugram, Faridabad, Sonapat and Bahadurgarh)

NAMES OF OMBUDSMAN AND ADDRESSES OF OMBUDSMEN CENTERS	
Office Details	Jurisdiction of Office (Union Territory, District)
GUWAHATI Office of the Insurance Ombudsman, JeevanNivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: bimalokpal.guwahati@cioins.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
HYDERABAD 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 Email: bimalokpal.hyderabad@cioins.co.in	State of Andhra Pradesh, Telangana and Yanam – a part of Union Territory of Puducherry
JAIPUR Office of the Insurance Ombudsman, JeevanNidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 – 2740363/2740798 Email: bimalokpal.jaipur@cioins.co.in	Rajasthan
KOCHI Office of the Insurance Ombudsman, Office of the Insurance Ombudsman, 10th Floor, Jeevan Prakash, LIC Building, Opp to Maharaja's College Ground, M.G. Road, Kochi - 682 011. Tel.: 0484 - 2358759 Email: bimalokpal.ernakulam@cioins.co.in	Kerala Lakshadweep, Mahe - a part of Union territory of Puducherry
KOLKATA Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 Fax : 033 - 22124341 Email: bimalokpal.kolkata@cioins.co.in	States of West Bengal, Sikkim and Union Territories of Andaman & Nicobar Islands
LUCKNOW Office of the Insurance Ombudsman, 6th Floor, JeevanBhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 4002082 / 3500613 Email: bimalokpal.lucknow@cioins.co.in	Districts of Uttar Pradesh :Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareilly, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar

NAMES OF OMBUDSMAN AND ADDRESSES OF OMBUDSMEN CENTERS	
Office Details	Jurisdiction of Office (Union Territory, District)
MUMBAI Office of the Insurance Ombudsman, 3rd Floor, JeevanSevaAnnexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 69038800/27/29/31/32/33 Email: bimalokpal.mumbai@cioins.co.in	Goa, Mumbai Metropolitan Region excluding Areas of Navi Mumbai & Thane
NOIDA Office of the Insurance Ombudsman, BhagwanSahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: GautamBuddh Nagar, U.P-201301. Tel.: 0120- 2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in	State of Uttaranchal and the Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farukkabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.
PATNA Office of the Insurance Ombudsman, 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068 Email: bimalokpal.patna@cioins.co.in	Bihar, Jharkhand
PUNE Office of the Insurance Ombudsman, JeevanDarshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020- 24471175 Email: bimalokpal.pune@cioins.co.in	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.