



### ADD ON CLAUSES – ERECTION ALL RISK INSURANCE

#### **EAR220**

#### **Inland Transit**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the insured having paid the agreed extra premium and the same having been realized by the Insurers, Section 1 of this insurance shall be extended to cover loss of or damage to the insured property whilst in transit to the contract site other than on waterways or by air within the territorial limits of \_\_\_\_\_ provided that the maximum amount payable under this Endorsement does not exceed \_\_\_\_\_ per conveyance.

Total value of property:

Deductible:

Extra premium:

#### **EAR207**

#### **Camps and Stores**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers shall only indemnify the Insured for loss, damage or liability indirectly or directly caused to camps and stores by fire, flood or inundation if these camps and stores are located above the highest water level recorded anywhere on the site during the last 20 years and the individual storage units are either at least \_\_\_\_\_ m apart or separated by fire walls. It is also agreed that the Insurers shall indemnify the Insured for any one occurrence only up to a limit of indemnity of

For camps,

For each individual storage unit.

#### **EAR2(LC)**

#### **Innocent Non Disclosure/Breach of Policy Conditions**

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

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

#### **EAR008**

#### **Structures in earthquake zones**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers shall only indemnify the Insured for loss, damage or liability arising out of earthquake if the Insured proves that the earthquake risk was taken into account in design according to the official building codes valid for the site and that the qualities of material and workmanship and the dimensions on which the calculations were based were adhered to.

#### **EAR011**

#### **Serial losses**

It is agreed and understood that, otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed extra



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

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

100% of the first 2 losses  
80% of the 3rd loss  
60% of the 4th loss  
50% of the 5th loss

Further losses shall not be indemnified.

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

#### **EAR200**

#### **Manufacturer's Risk**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed extra premium and the same having been realized by the Insurers, item d ) under "Special Exclusions to Section I" shall be replaced by the following wording:

" d) all costs related to repair and/or replacement of parts and/or items directly affected by faulty design, defective material or casting, bad workmanship other than faults in erection, which the Insured would have incurred for rectifying the original fault had such fault been discovered before the loss occurred;"

This Endorsement does, however, not apply to parts and items of civil engineering sections.

#### **EAR211**

#### **Nuclear Fuel Elements**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, and subject to the Insured having paid the agreed extra premium and the same having been realized by the Insurers, this insurance shall be extended to cover nuclear fuel elements according to the conditions outlined below.

##### **1. Definition**

A fuel element consists of

- fuel material (fissionable, fertile, compounding and alloying material),
- fuel cladding,
- support structure.

##### **2. Period of cover**

This cover shall exist only for as long as the Policy is in force and shall commence following unloading at the erection site and end after each fuel element has been placed in its position in the reactor pressure vessel.





If the average duration of this cover exceeds months, the Insured shall apply to the Insurers for an extension.

### 3. Indemnification

In the case of loss or damage, all the expenses for the repair of the material loss or damage after applying the deductible shall be indemnified. These expenses include for instance:

- a. costs of extracting the fuel from the damaged fuel elements, and of its inspection and storage;
- b. costs of repairing or replacing the fuel cladding and the support structure;
- c. costs of reprocessing damaged fuel material;
- d. costs of replacing lost or damaged fuel material;
- e. costs of the assembly of fuel material, fuel cladding and support structure to form fuel elements;
- f. transportation and insurance charges, including costs of obtaining the necessary import and transport permits.

In no case shall the indemnification for any one damaged fuel element be higher than the proportionate sum insured for such element.

### 4. Deductible any one loss

5. The premium for this extra cover shall be % o pa applied to the actual value of the fuel elements insured. The actual value of the fuel element is:

Date	Fuel Weight (t)	Actual Value
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**EAR212**

### Decontamination

It is agreed and understood that otherwise subject to the terms, exclusions and conditions contained in the Policy or endorsed thereon, and subject to the Insured having paid the agreed extra premium and the same having been realized by the Insurers, this insurance shall be extended to cover the extra cost for decontaminating items which have become radioactive in the normal course of operation and which have been affected by an indemnifiable loss under the Policy.

This cost of decontamination includes eg

- a. expenditure incurred before it becomes possible to repair the damage proper, eg costs for decontaminating components exposed to ionizing radiation within the course of normal operation;
- b. expenditure incurred in order to make the damaged item(s) accessible, eg for removing and replacing shields and protective walls;
- c. expenditure incurred for the purpose of protecting the personnel repairing the damage, eg for protective clothing, work breaks, or limitation of the exposure to radiation, etc;
- d. additional expenditure incurred because the damaged item(s) cannot be repaired and must be replaced owing to contamination which arose during normal operation;





e. expenditure for such tests, checks and acceptance surveys as are obligatory after a loss has been repaired;

f. expenditure for removing and disposing of radioactive debris.

The total indemnity payable under this Endorsement shall, however, not exceed the amount of for any one accident.

The specified limit shall not apply, however, to the cost of conventional repair of the affected item(s) covered under Section I of the Policy.

**EAR213 Reactor Pressure Vessel with Internals**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, and subject to the Insured having paid the agreed extra premium and the same having been realized by the Insurers, this insurance shall be extended to cover the reactor pressure vessel and its internals (with the exception of fuel and absorber elements)<sup>1</sup>. No distinction shall be made between cost of conventional repair and cost due to decontamination. The total indemnity payable under this Endorsement shall not exceed the amount of \_\_\_\_\_ for any one accident.

The external limits of the reactor pressure vessel are defined as shown in the attached drawing No

**EAR219 Horizontal Directional Drilling of Pipeline Routes**

It is agreed and understood that otherwise subject to the terms, exclusions, conditions and provisions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed extra premium and the same having been realized by the Insurers, the Insurers will indemnify the Insured up to the sum insured or limit of indemnity indicated below for damage arising during horizontal directional drilling operations below rivers, railway embankments, motorways, etc., only if a soil analysis (soil samples, test borings, sieve analyses, etc.) required for proper drilling operations in accordance with latest technical standards has been carried out prior to the commencement of work and if the contractor is familiar with the drilling technique.

It is further agreed and understood that the Insurers shall not indemnify the Insured for losses or damage caused by or resulting from

- missing the target point of the drilling, deviations from the scheduled direction;
- loss of or change in the drilling mud (eg bentonite);
- damage to the outer insulation of pipeline in the area of horizontal directional drilling.

Sum insured<sup>1</sup> (drilling costs + material value of pipeline to be drawn in + value of drilling equipment):

Limit of indemnity per drilling:

Premium rate:

Deductible: 20 % of the loss amount,

at least \_\_\_\_\_ per loss event





In the event of a loss, the sum insured shall be reduced by the amount paid as indemnity. Reinstatement of the sum insured may be necessary. In the event of a loss, on payment of additional premium to the Insurer, the Insured may opt to reinstate the sum insured.

**EAR001 Loss or damage due to strike, riot and civil commotion (SRCC)**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, and subject to the Insured having paid the agreed extra premium and the same having been realized by the Insurers, this Policy shall be extended to cover loss or damage due to strike, riot and civil commotion which for the purpose of this Endorsement shall mean (subject always to the special conditions hereinafter contained) loss of or damage to the property insured directly caused by

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

Provided that it is hereby further expressly agreed and declared that

1. all the terms, exclusions, provisions and conditions of the Policy shall apply in all respects to the insurance granted by this extension save in so far as the same are expressly varied by the following special conditions, and any reference to loss or damage in the wording of the Policy shall be deemed to include the perils hereby insured against,
2. the following special conditions shall apply only to the insurance granted by this extension, and the wording of the Policy shall apply in all respects to the insurance granted by the Policy as if this Endorsement had not been made thereon.

**Special Conditions**

1. This insurance shall not cover
  - a) loss or damage resulting from total or partial cessation of work or the retarding, interruption or cessation of any process or operation,
  - b) loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority,



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

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

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

2. This insurance shall not cover any loss or damage occasioned by or through or in consequence, directly or indirectly, of any of the following occurrences, namely

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

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

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

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

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

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

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

Limit of indemnity: \_\_\_\_\_ any one occurrence

Deductible: \_\_\_\_\_ any one occurrence

Extra premium: \_\_\_\_\_

**EAR204**

**Hydrocarbon Processing Industries 1**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the following shall apply to this insurance:

As from the introduction of any hydrocarbons into the plant

1. a deductible of for Section 1 of the Policy is applicable, which shall also apply in case of fire and explosion damage,





2. the Insurers shall not be liable for loss of or damage to

- a. catalysts unless included by endorsement,
  - b. reforming units due to overheating or cracking of any tubes,
  - c. the insured plant due to overheating or cracking following an exothermic reaction,
  - d. the insured plant due to the prescribed techniques not being followed on purpose or due to the cutting out of safety devices,
- as well as for any liability resulting there from.

**EAR205 Hydrocarbon Processing Industries 2**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed extra premium and the same having been realized by the Insurers, item 2a (Catalysts unless specifically covered by separate endorsement) of para 2 under Special Condition 1 for Hydrocarbon Processing Industries shall be replaced by the following wording:

"catalysts unless such loss or damage is caused by an indemnifiable loss of or damage to the insured plant and/or apparatus,"

Extra Premium

**EAR217 Open Trenches during Laying of Pipelines, Ducts and Cables**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers will indemnify the Insured for any loss or damage due to storm, rain, flood, inundation such as sanding, silting up, mudding up, erosion, collapse and floating up of pipes, ducts or cables, sustained by completely or partly excavated open trenches and/or items layed therein, up to a maximum length of \_\_\_\_\_ km open trench any one loss event.

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

Statutory Notice: Insurance is the subject matter of the solicitation

**EAR221 Safety Measures with Respect to Inundation**

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

Adequate safety measures shall mean that allowance is made for precipitation, flood and inundation up to a return period of 20 years for the location insured and the entire policy period on the basis of the statistics prepared by the meteorological agencies.





Loss, damage or liability resulting from the Insured's not immediately removing obstructions (eg sand, trees) from watercourses within the construction site, whether carrying water or not, in order to maintain free waterflow shall not be indemnifiable.

**EAR222 Exclusion of Horizontal Directional Drilling**

It is agreed and understood that otherwise subject to the terms, exclusions, conditions and provisions in the Policy or endorsed thereon, the Insurers will not indemnify the Insured for losses, damage or liabilities which have been caused

- or result directly or indirectly from horizontal directional drilling;
- regarding the pipelines themselves in the area of routes created by horizontal directional drilling.

**EAR005 Time schedule clause**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the following shall apply to this insurance:

The construction and/or erection time schedule together with any other statements made in writing by the Insured for the purpose of obtaining cover under the Policy as well as technical information forwarded to the Insurers is deemed to be incorporated herein.

The Insurers shall not indemnify the Insured in respect of loss or damage caused by or arising out of or aggravated by deviations from the construction and/or erection time schedule exceeding \_\_\_\_\_ weeks, unless the Insurers had agreed in writing to such a deviation before the loss occurred.

**EAR203 Used Machinery/Second Hand Machinery**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers shall not indemnify the Insured for loss of or damage to the insured used items

- attributable to previous operation,
- attributable to dismantling (if dismantling is not covered),
- in respect of any non-metallic parts.

**EAR107 (LC) Suspension of Testing**

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

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

Fortuitous accident happening anywhere at site

Or





Situation beyond the control of the insured

Subject otherwise to the same terms, conditions, exceptions and limitations of the Policy.

**EAR115(LC)**

**Fire Fighting**

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

The total liability of the Company under this clause during the currency of the policy shall not exceed Rs..... (Please insert limit of Indemnity).

**EAR118(LC)**

**Public Authorities**

Cover under this policy extends to include additional costs as may be necessarily incurred in re-insertion or compliance with the Building or other Regulations, bye-laws or requirements of any Government Department or Municipal or Local Authority the Portion or portions of the property Insured destroyed or damaged, provided that the amount recoverable shall not include the additional cost incurred in complying with any of the aforesaid regulations or requirements with which the insured has been required to comply prior to the happening of the destruction or damage.

The total liability of the Company under this clause during the currency of the policy shall not exceed Rs.....(please insert limit of Indemnity).

**EAR120(LC)**

**Automatic Increase Clause**

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

**EAR121(LC)**

**Work Stoppage**

Notwithstanding anything contained herein to the contrary, it is hereby agreed and declared that should the work insured or any part thereof be entirely stopped by any cause whatsoever and the Insured give notice thereof, the cover under the Policy shall continue without interruption, provided that the Insured shall take reasonable precautions to protect the Work from physical loss or damage during the period of cessation. The period covered by this Policy shall be prolonged without additional premium for a similar period, up to a maximum period of six months, with any further extension of this period to be agreed by the Insurer/s.

**EAR123(LC)**

**Test Run Definition for Gas Turbine**

Notwithstanding anything stated herein to the contrary, it is hereby agreed and declared that the Gas Turbine insured hereunder is deemed to have commenced its first test operation or test loading when fuel is



introduced into the Combustion Chamber of the Gas Turbine unit and shall continue until its readiness for commercial operation is declared by the authorities concerned or is taken over by the principal whichever is earlier but shall not exceed the maximum testing period as stated in the Schedule attached to Section I.

#### **EAR124 (LC) Test Run Definition for Steam Turbine**

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

#### **EAR11(LC) Inflation on Incomplete Works**

The Insurer will indemnify the Insured in respect of the cost of construction of those parts of the Property Insured not suffering loss or damage within the terms of this Policy (being unbuilt or incomplete at the time of such loss or damage) which shall exceed solely by reason of the delay caused by such loss or damage insurable hereunder or would have been but for the operation of a more specific insurance or deduction of the Policy Excess or in respect of existing structures on site the cost of such construction had no such loss or damage occurred

Provided that the maximum amount payable by the Insurer under this extension shall not exceed the sum of .....any one occurrence

The Insurer shall not be liable for additional costs or expenditure:-

- i) resulting from delay due to the inability of the Insured to provide sufficient funds for the repair or replacement of any of the Property Insured suffering physical loss or damage unless the delay is a result of the Insurer withholding or unnecessarily delaying claims funds
- ii) incurred in re-designing the Property Insured or increased costs arising as a result thereof
- iii) incurred solely to have the Property Insured completed at an earlier date than would have been obtained had no physical loss or damage occurred

#### **EAR1(LC) Declaration Clause**

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

1. The insured agrees to declare to the Company, all the projects taken up for execution by the former during the period ..... to .....for coverage under the Policy save such projects where the Principal or Principal's Contractor concerned with whom the former has contracted to execute the projects in question has chosen to arrange such insurance themselves.
2. The Insured agrees to pay to the Company a deposit premium under the Policy which shall be sufficient to ensure coverage of projects declared by the former to the latter.



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



13. In the event of the Policy not being renewed, the Company shall retain such premium out of the deposit premium account as is necessary to maintain coverage of Projects which have been declared under the Policy but not yet completed. The balance premium if any, in excess of the amount required for continuity of the coverage under the Policy shall be refunded by the Company to the Insured. Conversely, if there is additional premium required by the Company to maintain coverage for un-expired projects, the same shall be paid to them by the Insured.
14. In the event of Policy being renewed, the Company shall carry forward the balance available, if any, in the deposit premium account to the renewal policy period and the coverage shall continue as per Clauses 1 to 14 as hereinbefore provided.

**EAR2(LC) Marine off Shore works**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers shall only indemnify the Insured for loss, damage or liability caused to marine off-shore property not exceeding .....(indicate percentage of SI) to the extent that such works are incidental to the main project works being executed on land.

**EAR17(LC) Coffor Dam**

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

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

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

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

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