Contractor's All Risks Insurance
(Retail)

For any assistance please call 1800 266 4545, please save the number for your reference
FOR RENEWALS: Visit www.zurichkotak.com Call 1800 266 4545

Part I: POLICY SCHEDULE

DETAILS OF POLICY HOLDER

Policy No:	Issued At:
Name of the Policy holder (Principal/Contractor/sub-contractor):	
GSTIN(If applicable):	
Postal Address of the Policy holder:	
Premises/ Works' Address where project is located:	
Contact No. of the Policy Holder: Mobile No.	Email id:
Project Period	From: Time …. Hour…..Date DD/MM/YYYY To: Midnight of DD/MM/YYYY
Period of Insurance	From: Time …. Hour…..Date DD/MM/YYYY To: Midnight of DD/MM/YYYY plus maintenance period (if any)
Policy issued on:	Policy Hypothecated:

DETAILS OF INTERMEDIARY

Intermediary Code	Intermediary Name	Intermediary Contact No	Intermediary email id

SECTION I – MATERIAL DAMAGE

Description of the Project	
Insured Item(Description)	**Sum Insured (in Rs)**
1. Contract works (permanent and temporary works, including all materials to be incorporated herein) 1.1. Contract price 1.2. Materials or items supplied by the Principal(s) 2. Any other works, & installations not included in 1.1 and 1.2 above (eg camp, colony, stores etc as per list enclosed) Total Contract Value (1+2)	Rs.
3. Contractor's Plant and Machinery (List enclosed)	Rs.
4. Extensions (on First loss Indemnity basis) 4.1 Express Freight, Overtime	Rs.

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4.2 Principal' s Surrounding Property 4.3 Debris removal (of insured property) 4.4 Escalations 4.5 Additional Custom's Duty	

Sr No	Additional extension	Limit (Rs.)

Total of Section I	Rs.

SECTION II –THIRD PARTY LIABILITY

Insured Item (Description)	**Limit of Indemnity**
Limit of indemnity in respect of any one accident or series of accidents arising out of one event. Total limit of Section II during policy period.	Rs. (AOA:AOY) Rs.

DEDUCTIBLE FOR SECTION I AND II

Description	**Deductible (each and every loss)**
Storage and Construction Claims	……..% of claim amount subject to minimum of Rs……
Act of God Claims	……..% of claim amount subject to minimum of Rs……
Terrorism Claims(if opted)	
…….claims (applicable add-on)	

CLAUSES / CONDITION/ WARRANTIES

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NOMINEE DETAILS

Nominee Name	Relationship of Nominee with Proposer	Nominee Date of Birth	% share	Nominee Present Adress	Nominee Permanent Adress	Name of the Appointee	Relationship with the Nominee

PREMIUM DETAILS

Risk Premium	Terrorism Premium	Taxable value of services/Total Premium	CGST As applicable	SGST as applicable	UGST as applicable	IGST as applicable	Premium Payable

INSTALLMENT SCHEDULE

Installment No	**Date of collection**	**Installment Amount**
Total		

DISCLAIMER

This Policy Schedule shall be read together with the Policy Wordings (which are also available on the Company website i.e. www.zurichkotak.com). Any word or expression to which a specific meaning has been assigned in any part of the policy or this schedule shall bear the same meaning wherever it may appear.

CLAIM DETAILS

In the event of claims, please send the relevant documents to:

Zurich Kotak General Insurance Company (India) Limited
401, 4th Floor, Silver Metropolis, Jai Coach Compound,
Off Western Express Highway,

Goregaon (East), Mumbai – 400063. Maharashtra, India

TOLL FREE NUMBER: 1800 266 4545 (8 AM TO 8 PM)
Email ID: care@zurichkotak.com

TAX DETAILS

GST Registration No. _____ Category _____

SAC Code _____ **Description- Other Property Insurance Services**

Invoice Number- _____

Stamp Duty of XXXX is paid as provided under Article 47(B) of Indian Stamp Act, 1899 and included in Consolidated Stamp Duty Paid to the Government of Maharashtra Treasury vide Order of Addl. Controller Of Stamps, Mumbai at General Stamp Office, Fort, Mumbai - 400001., vide this Order No. (XXXX Validity Period Dt. XX/XX/XXXX To Dt. XX/XX/XXXX (O/w. No. XXXX)/ Date: XX/XX/XXXX).

In witness whereof the undersigned being duly authorised by the Company has/have set his/their hand(s).

For Zurich Kotak General Insurance Company (India) Limited.

Authorised Signatory

This document is digitally signed, hence counter signature / stamp is not required.

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Part II: POLICY WORDING

WHEREAS the insured named in the schedule hereto had made to **Zurich Kotak General Insurance Company (India) Limited.** (hereinafter called "the Company") a written proposal by completing a proposal form which together with any other statements made in writing by the Insured for the purpose of this policy, is deemed to be incorporated hereto.

NOW THIS POLICY OF INSURANCE WITNESSETH that subject to and in consideration of the Insured having paid to the Company, the premium mentioned in the schedule and subject to the terms, exclusions, provisions and conditions contained herein or endorsed hereon the Company will indemnify the Insured in the manner and to the extent hereinafter provided**.**

GENERAL EXCLUSIONS -

The Company will not indemnify the Insured in respect of loss, damage or liability directly or indirectly caused by or arising out of or aggravated by -

a) War, Invasion, Act of foreign enemy, hostilities or War like operations (whether war be declared or not) Civil War, rebellion, revolution, insurrection, mutiny, Civil commotion, Military or usurped power, martial law, conspiracy, confiscation, commandeering a group of malicious persons or persons acting on behalf of or in connection with any political organisation, requisition or destruction or damage by order of any Government de jure or defacto or by any Public, Municipal or Local Authority;
b) Nuclear reaction, Nuclear radiation or Radioactive contamination;
c) Willful act or willful negligence of the Insured or of his responsible representative;
d) Cessation of work whether total or partial.
e) Terrorism Damage Exclusion Warranty

This Policy excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this exclusion, an act of terrorism means an act or series of acts, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), or unlawful associations, recognized under Unlawful Activities (Prevention) Amendment Act, 2008 or any other related and applicable national or state legislation formulated to combat unlawful and terrorist activities in the nation for the time being in force, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear for such purposes.

This exclusion also includes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to the above.

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

PERIOD OF COVER -

Construction Period -

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The liability of the Company shall commence, (notwithstanding any date to the contrary specified in the Schedule) only from the time of commencement of work after the unloading of the property specified in the schedule from any conveyance at the site specified in the schedule whichever is earlier and shall expire on the date specified in the schedule. However, the Company's liability expires also for parts of the insured contract works taken over or put into service by the Principal prior to the expiry date specified in the policy whichever shall be earlier.

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

At the latest, the insurance shall expire on the date specified in the Schedule but if the work of construction included in the insurance is not completed within the time specified hereunder, the Company may extend the period of insurance but the Insured shall pay to the Company additional premium at rates to be prescribed by the Company.

GENERAL CONDITIONS –

1. The due observance and fulfillment of the terms of this Policy in so far as they relate to anything to be done or complied with by the Insured and the truth of the statement and answers in the questionnaire and proposal made by the Insured shall be a condition precedent to any liability of the company.

2. The Schedule and the Section(s) shall be deemed to be incorporated in and form part of this Policy and expression 'this Policy' wherever used in this contract shall be read as including the Schedule and the Section(s). Any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule or of the Section(s) shall bear such meaning wherever it may appear.

3. The Insured shall at his own expense take all reasonable precautions and comply with all reasonable recommendations of the Company to prevent loss, damage or liability and comply with statutory requirements and manufacturers' recommendations.

4. a) Representatives of the Company shall at any reasonable time have the right to inspect and examine the risk and the Insured shall provide the representatives of the Company with all details and information necessary for the assessment of the risk.
   b) The Insured shall immediately notify the Company by Telegram and in writing of any material change in the risk and cause at his own expense such additional precautions to be taken as circumstances may require and the scope of cover and/or premium shall, if necessary, be adjusted accordingly.

No material alteration shall be made or admitted by the Insured where by the risk is increased unless the continuance of the Insurance be confirmed in writing by the Company.

5. In the event of any occurrence, which might give rise to a claim under this Policy, the Insured shall –
   a) Immediately notify the Company by Telephone or Telegram as well as in writing giving an indication as to the nature and extent of loss or damage;
   b) take all steps within his power to minimise the extent of the loss or damage;
   c) preserve the parts affected and make them available for inspection by a representative or Surveyor deputed by the company;
   d) furnish all such information and documentary evidence as the Company may require;
   e) inform the police authorities in case of loss or damage due to theft or burglary.

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The Company shall not in any case be liable for loss, damage or liability of which no notice has been received by the Company within 14 days of its occurrence.

Upon notification being given to the Company under this condition the Insured may carry out the repair or replacement of any minor damage not exceeding Rs. 2,500/-. In all other cases a representative of the Company shall have the opportunity of inspecting the loss or damage before any repairs or alterations are affected. If a representative of the Company does not carry out the inspection within a period of time which could be considered as adequate under the circumstances the Insured is entitled to proceed with the repairs or replacement.

The liability of the Company under this Policy in respect of any item sustaining damage shall cease if said item is not repaired properly without delay.

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

7. **Arbitration:**

The parties to the contract may mutually agree and enter into a separate Arbitration Agreement to settle any and all disputes in relation to this policy.
Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.
Note: *The above Arbitration Clause is not applicable to retail / individual policyholders.*

8. If a claim is in any respect fraudulent, or if any false declaration is made or used in support thereof, or if any fraudulent means or devices are used by the Insured or any one acting on his behalf to obtain any benefit under this Policy, or if a claim is made and rejected and no action or suit is commenced within three months after such rejection or, in case of arbitration taking place as provided therein, within three months after the Arbitrator or Arbitrators or Umpire have made their award, all benefits under this Policy shall be forfeited.

9. If at the time any claim arises under this Policy there be any other insurance covering the same loss, damage or liability the Company shall not be liable to pay or contribute more than their rateable proportion of any claim for such loss, damage or liability except in case multiple policies involving bank or other lending or financing entity as mentioned under Clause 13..

10. **Cancellation**

The insured can cancel the policy at any time during the term, without assigning any reason, by giving notice in writing to the Company

The Company shall-

- Refund proportion premium for unexpired policy period, if there is no claim(s) made during the policy period.

The Company can cancel the policy only on the grounds of established fraud, by giving minimum notice of 7 days to the insured.

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11. Documents required at the time of claim

Following documents will be called from the insured immediately after receiving the notice of loss.

Documents required for processing of all Project Engineering Claims are as follows:
Basic Documents Required:

- Claim Form duly filled in & signed.
- Original Repair Bills with receipt.
- Photographs if arranged.
- Log book details/extracts
- Repair agency's report detailing their findings on Cause and the repair procedure suggested.
- Departmental Note on incident and repairs to be undertaken.
- Specification of Repair form filled by the repairer

In addition to above, the following documents are to be sought depending on the nature and/or extent of loss:

- Survey Report (Preliminary & Final) including
    i. clear indication of the cause of loss
    ii. extent of damage and loss
    iii. establishment of liability
    iv. assessment of loss
    v. confirmation of compliance of policy terms, conditions and warranties
    vi. admissibility of the loss

- Record of Labour involved in activities related to claim.
- Inventory of Loss.
- FIR report or Police final report
- Fire Brigade report
- Bar chart of insured project
- Meteorological department report for AOG claims
- Any other relevant information which may aid establishing liability of claim

Note: In case of theft losses it is necessary to collect a copy of First Information Report or proof of complaint lodged by the insured with the police, such as registered A/D letter. Final Investigation Report and Fire Brigade Report may be waived, in case of riot losses where occurrence is in public knowledge, Police and Fire brigade reports can be waived.

Above list is generic and encompasses the general occurrence of losses, in case of any specific information required to judge the admissibility of loss, same may be also be sought in addition to above.

Also, any loss if found admissible with submission of basic documents, same may be processed without want of further informations.

12. Turn Around Time (TAT) for claims settlement

Appointment of surveyor	Within 24 hours of reporting of claim
Submission of final survey report	Within 15 days of allocation

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Settlement of claims	Within 7 days of receipt of the survey report or after expiry of 15 days from allocation of the claim to the surveyor whichever is earlier*

*This timeline will not apply in case of policies issued on the property/building on reinstatement value basis.

13. Multiple policies involving Bank or other lending or financing entity

In case there is more than one insurance policy issued to the customer/ policyholder covering the same risk, the insurer will not apply contribution clause. Underinsurance will be applied on an overall basis taking into consideration the sum insured under all policies and comparing it with the value at risk.

SECTION I - MATERIAL DAMAGE -

The Company hereby agrees with the Insured (subject to the exclusions and conditions contained herein or endorsed hereon) that if, at any time during the period of insurance stated in the said Schedule, or during any further period of extension thereof the property (except packing materials of any kind) or any part thereof described in the said Schedule be lost, damaged or destroyed by any cause, other than those specifically excluded hereunder, in a manner necessitating replacement or repair the Company will pay or make good all such loss or damage upto an amount not exceeding in respect of each of the items specified in the Schedule the sum set opposite thereto and not exceeding in the whole the total sum insured hereby. The Company will also reimburse the Insured for the cost of clearance and removal of debris following upon any event giving rise to an admissible claim under this Policy but not exceeding in all the sum (if any) set opposite thereto in the Schedule.

EXCLUSIONS TO SECTION – I

The Company, shall not, however, be liable for –

a) the first amount of the loss arising out of each and every occurrence shown as Excess in the Schedule;
b) loss discovered only at the time of taking an inventory;
c) normal wear and tear, gradual deterioration due to atmospheric conditions or lack of use or obsolescence or otherwise, rust, scratching of painted or polished surfaces or breakage of glass;
d) loss or damage due to faulty design;
e) the cost of replacement, repair or rectification of defective material and/or workmanship, but this exclusion shall be limited to the items immediately affected and shall not be deemed to exclude loss of or damage to correctly executed items resulting from an accident due to such defective material and/ or workmanship;
f) the cost necessary for rectification or correction of any error during construction unless resulting in physical loss or damage;
g) loss of or damage to files, drawings, accounts, bills, currency, stamps, deeds, evidence of debt, notes, securities, cheques, packing materials such as cases, boxes, crates;
h) any damage or penalties on account of the Insured's non-fulfillment of the terms of delivery or completion under his Contract of construction or of any obligations assumed there under or lack of performance including consequential loss of any kind or description or for any aesthetic defects or operational deficiencies;
i) loss of or damage to vehicles licensed for general road use or water borne vessels or Machinery/Equipment mounted or operated or fixed on floating vessels/craft/barges or aircraft.

PROVISIONS APPLYING TO SECTION - I

Memo 1 - SUM INSURED –

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It is a requirement of this Insurance that the sum of insurance stated in the schedule shall not be less than the completely erected value of the property inclusive of freights, custom duty, erection cost and the insured undertakes to increase or decrease the amount of insurance in the event of any material fluctuation in the level of wages or prices. Provided always that such increase or decrease shall take effect only after the same has been recorded on the policy by the Company.
If in the event of the occurrence of a loss, or damage it is found that the Sum insured representing the completely erected value of the property and/or of particular item involved is less than the amount required to be insured, then the amount recoverable by the insured under this policy shall be reduced in such proportion as the Sum Insured bears to amount required to be insured.

Memo 2 - PREMIUM ADJUSTMENT –

The Sum Insured under the Policy representing the complete value of the contract works shall be adjustable at completion of the construction on the basis of actual values to be declared by the insured in respect of freight and handling charges, customs dues and construction cost and difference in premium shall be met with by payment at the rate agreed to or by the insured as the case may be. Any increase or decrease in the Prime cost of materials shall not be the subject matter of premium adjustment.

Memo 3 - REINSTATEMENT OF SUM INSURED –

In the event of loss or damage the Insurance shall notwithstanding be maintained in force during the period of insurance for the Sum Insured the Insured undertaking to pay a pro-rata additional premium on the full amount of each claim for the loss or damage from the date of such loss to the expiry of the period of Insurance.

Memo 4 - BASIS OF LOSS SETTLEMENT –

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

a) in the case of damage which can be repaired the cost of repairs necessary to restore the property to their condition immediately before the occurrence of the damage less salvage, or
b) in the case of a total loss - the actual value of the property immediately before the occurrence of the loss less salvage;

however, only to the extent the cost claimed has to be borne by the Insured and to the extent they are included in the Sum Insured and provided always that the provisions and conditions have been complied with.

All damages, which can be repaired, shall be repaired, but if the cost of repairing any damage equals or exceeds the value of the property immediately before the occurrence of the damage, the settlement shall be made on the basis provided for in (b) above.

The cost of any provisional repairs will be borne by the Company if such repairs constitute part of the final repairs and do not increase the total repair expenses.

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

Memo 5 - EXTENSION OF COVER –

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

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Memo 6 - CONSTRUCTION PLANT AND MACHINERY –

Loss of or damage to Construction Plant and Machinery excludes loss or damage directly caused by its own explosion or its own mechanical or electrical breakdown or derangement.

Memo 7 - SURROUNDING PROPERTY –

Loss of or damage to property located on or adjacent to the site and belonging to or held in care custody or control of the Principal (s) or the Contractor(s) shall only be covered if occurring directly due to the construction of the items insured under Section I and happening during the period of cover, and provided that a separate Sum therefore has been entered in the Schedule under Section I, for Principal's surrounding specified property. This cover does not apply to construction/erection machinery, plants and equipment.

Memo 8 - MAJOR PERILS/AOG Perils –

The major peril/Acts of God claims shall mean claims arising out of –

a) Earthquake - Fire & Shock
b) Landslide/Rockslide/Subsidence
c) Flood/Inundation
d) Storm/Tempest/Hurricane/Typhoon/Cyclone/Lightning or other atmospheric disturbances.
e) Collapse
f) Water damage for 'wet' risks i.e. contract involving works in rivers, canals, lakes or sea.

Memo 9. REINSTATEMENT OF THE INDEMNITY LIMIT -

Reinstatement of the indemnity limit on payment of additional premium after occurrence of claim can be allowed for extensions like express freight, overtime, surrounding property, airfreight. However, in respect of Third Party Liability, reinstatement can be allowed upto overall limit of Rs.1 crore during entire Policy period.

Memo 10. THIRD PARTY LIABILITY -

Third party liability (TPL) cover cannot be granted during extended maintenance.

SECTION II - THIRD PARTY LIABILITY -

The company will indemnify the insured against -

a) legal liability for accidental loss or damage caused to property of other persons including property held in trust by or under custody of the Insured for which he is responsible excluding any such property used in connection with construction thereon.
b) legal liability (liability under contract excepted) for fatal or non-fatal injury to any persons other than the Insured's own employees or workmen or employees of the owner of the works or premises or other firms connected with any other construction work thereon, or members of the Insured's family or of any of the aforesaid; directly consequent upon or solely due to the construction of any property described in the Schedule.

Provided that the total liability of the Company during the period of Insurance under this cause shall not exceed the limits of Indemnity set opposite thereto in the Schedule.

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In respect of a claim for compensation to which the indemnity provided herein applies, the Company will, in addition, indemnify the Insured against -

a) all costs and expenses of litigation recovered by any claimant from the Insured,
b) all costs and expenses incurred with the written consent of the Company.

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

EXCLUSIONS TO SECTION II -

The Company will not indemnify the Insured in respect of -

1. The Excess stated in the Schedule to be borne by the **Insured** in any one occurrence related to property damage.
2. Expenditure incurred in doing or redoing or making good or repairing or replacing anything covered or coverable under Section I of this Policy;
3. Liability consequent upon -
   a) bodily injury to or illness of employees or workmen of the Contractor(s) or the Principal(s) or any other firm connected with the project which or part of which is insured under Section I, or members of their families;
   b) Loss of or damage to property belonging to or held in care custody or control of the Contractor(s), the Principal(s) or any other firm connected with the project which or part of which is insured under Section - I, or an employee or workman of one of the aforesaid;
   c) any accident caused by vehicles licensed for general road use or by waterborne vessels or aircraft;
   d) any agreement by the Insured to pay any sum by way of indemnity or otherwise unless such liability would have attached also in the absence of such agreement.

CONDITIONS APPLYING TO SECTION II -

1. No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company who shall be entitled, if they so desire, to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute for their own benefit in the name of the Insured any claim for indemnity or damage or otherwise and shall have full discretion in the conduct of any proceeding or in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require.
2. The company may, so far as any accident is concerned, pay to the Insured the limit of indemnity for anyone accident/ anyone period, but deducting therefrom in such case any sum/s already paid as compensation in respect thereof or any lesser sum for which the claim or claims arising from such accident can be settled and the company shall thereafter be under no further liability in respect of such accident under this section.

Important note:

Please examine this Policy including its attached Schedules / Annexure if any. In the event of any discrepancy please contact the office of the Company immediately, it being noted that this Policy shall be otherwise considered as being entirely in order.
Please refer the Claims Settlement & Grievance Redressal procedure document attached herein for ready reference.

Claim Settlement

The Company will settle the claim under this policy within 30 days from the date of receipt of necessary documents required for assessing the claim. In the event that the Company decides to reject a claim made under this policy, the Company shall do so within a period of thirty days of the Survey Report or the additional Survey Report, as the case may be, in accordance

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with the provisions of IRDAI (Protection of Policyholders' Interests, Operations and Allied Matters of Insurers) Regulations, 2024 and subsequent amendments thereto.

GRIEVANCE

For resolution of any query or grievance, Insured may contact the respective branch office of the Company or may call toll free number 1800 266 4545 or may write an e- mail at care@zurichkotak.com.
In case the Insured is not satisfied with the response, Insured may contact the Grievance Officer of the Company at grievanceofficer@zurichkotak.com.
In case if the Insured is not satisfied with the solution the Grievance Officer has provided, Insured can write to seniorgrievanceofficer@zurichkotak.com/ chiefgrievanceofficer@zurichkotak.com.
However, if the resolution provided by us is not satisfactory you may approach Insurance Regulatory and Development Authority of India (IRDAI) through the Bima Bharosa Portal: https://bimabharosa. irdai.gov.in.
You may also approach Insurance Ombudsman, subject to vested jurisdiction, for the redressal of grievance. The details of the Insurance Ombudsman is available at Annexure I.
The details of the Insurance Ombudsman/ complete Grievance Redressal Process is also available at Company's website: www.zurichkotak.com
The updated details of Insurance Ombudsman offices are also available on the website of Council for Insurance Ombudsmen: www.cioins.co.in/Ombudsman.

Sanction and Embargo Clause (Sanctions Limitation & Exclusion Clause - LMA 3100 amended)

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

Annexure I
Details of Insurance Ombudsman

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 - 25501201/02/05/06 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, Ist Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 **Email: bimalokpal.bengaluru@cioins.co.in**	Karnataka.
Bhopal: Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202 **Email: bimalokpal.bhopal@cioins.co.in**	Madhya Pradesh and Chattisgarh.
Bhubneshwar: Office of the Insurance Ombudsman, 62, Forest park, Bhubaneswar – 751 009. Tel.: 0674 - 2596461 /2596455 **Email: bimalokpal.bhubaneswar@cioins.co.in**	Orissa.
Chandigarh: Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468 **Email: bimalokpal.chandigarh@cioins.co.in**	Punjab, Haryana (excluding Gurugram, Faridabad, Sonepat and Bahadurgarh), Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh & Chandigarh.
Chennai: Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284 **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.	Delhi & following Districts of Haryana - Gurugram, Faridabad, Sonepat & Bahadurgarh.

Tel.: 011 - 23232481/23213504 **Email: bimalokpal.delhi@cioins.co.in**	
Guwahati: Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: bimalokpal.guwahati@cioins.co.in	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	Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry.
Jaipur: Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: bimalokpal.jaipur@cioins.co.in	Rajasthan.
Ernakulam: Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015.Tel.: 0484 - 2358759 / 2359338 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 / 22124340 Email: bimalokpal.kolkata@cioins.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands.
Lucknow: Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Email: bimalokpal.lucknow@cioins.co.in	Districts of Uttar Pradesh: Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhabdra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.
Mumbai: Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W),	Goa, Mumbai Metropolitan Region (excluding Navi Mumbai & Thane).

Mumbai - 400 054. Tel.: 69038821/23/24/25/26/27/28/28/29/30/31 Email: bimalokpal.mumbai@cioins.co.in	
Noida: Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in	State of Uttarakhand and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kannauj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautam Buddh nagar, 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 and Jharkhand.
Pune: Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-41312555 Email: bimalokpal.pune@cioins.co.in	Maharashtra, Areas of Navi Mumbai and Thane (excluding Mumbai Metropolitan Region).

Part III: ENDORSEMENTS/ADDITIONAL COVERS WORDING

PIPELINE CONSTRUCTION (CAR-01)

Attached to and forming part of the Policy No._____

Notwithstanding the conditions and provisions and endorsements of the policy, it is understood and agreed that the following special conditions shall apply -

a) Excavated material shall be deposited at least one meter away from the trench.
b) The length of trenches totally or partially opened at any one time shall never exceed in respect of any one work face __ meters all work faces' combined total ____ meters.
c) Pipe shall be secured against heaving or floating up by covering them sufficiently and as soon as practicable.
d) The open ends of pipes shall be provisionally sealed at the end of each working day or in the event of immediate danger of flooding, otherwise expenses for clearing and cleaning of mud-filled pipeline sections shall not be indemnified.
e) Loss or damage arising from pressure testing producing tensions exceeding the yield point guaranteed by the manufacturer shall not be covered.
f) Loss of testing media shall not be covered.
g) Cost incurred in searching for leaks are indemnified -
   - up to but not exceeding the limit per event of _____
   - Up to an aggregate limit for the policy period of _____

   However only if the leaks are a consequence of an insured event.
h) The Insurer is not liable for any claims due to pollution from any cause whatsoever.

Subject otherwise to the terms, conditions and exceptions of the Policy and endorsements if any thereon.

EXCLUSION OF LOSS OF STABILISING FLUID (CAR-02)

Attached to and forming part of the Policy No._____

Notwithstanding the conditions, provisions and other endorsements of the policy, it is agreed and understood that the Insurers shall not be liable to indemnify the Insured in respect of loss of bentonite or other stabilizing fluid even if the quantity of losses originally expected is exceeded.

ROAD CONSTRUCTION (CAR-03)

Attached to and forming part of the Policy No._____

It is hereby warranted and agreed that, notwithstanding anything contained in this policy to the contrary, the following special conditions shall apply -

The length of the working area (excavation and construction of coffer etc., however except final surfacing) shall never exceed _____ meters at any work face and a total of _____ meters at all work faces combined.

Subject otherwise to the terms, conditions and exceptions of the Policy and endorsements if any thereon.

PILING CONSTRUCTION (CAR-04)

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Attached to and forming part of the Policy No._____

Notwithstanding the conditions, provisions and other endorsements of the Policy, it is agreed and understood that the Insurers shall not be liable to indemnify the Insured in respect of -

a) Loss of or damage to piles and/or casings due to misplacement, jamming and/or extraction thereof.
b) Costs incurred in case of abandoned piling work, for any reasons not related to accidental loss or damage and mainly due to unforeseen ground conditions when piles cannot be driven to the required depth

ABANDONMENT OF SHAFTS (CAR-05)

Attached to and forming part of the Policy No._____

It is hereby agreed and declared that, notwithstanding anything contained in the contrary, this endorsement excludes any loss or damage resulting as a consequence of shaft being abandoned due to any reason whatsoever.

CROPS, FORESTS, CULTIVATED AREAS (CAR-06)

Attached to and forming part of the Policy No._____

Notwithstanding the conditions, provisions and other endorsements of the Policy, it is agreed and understood that the Insurers shall not be liable to indemnify the Insured in respect of any loss, damage or liability directly or indirectly caused to crops, forests and/or other cultures during the execution of the contract works.

EXISTING UNDERGROUND CABLES (CAR-07)

Attached to and forming part of the Policy No._____

Notwithstanding the conditions, provisions and other endorsements of the Policy, it is understood and agreed that the following special conditions shall apply -

The Insurers shall not be liable under the Policy to indemnify loss or damage to existing underground cables or pipes of any kind (electric cables, telephone cables, water and gas pipes, sewers and other pipelines, etc.) unless prior to the commencement of works -
- the Insured had requested and obtained from the public authorities or the owners of such an underground system the exact position of all cables or pipes.
- the Insured had traced their existence and indicated location.

The indemnity shall in any case be restricted to the repair costs of such cables or pipes. Any consequential damage shall be excluded from the policy cover.

Subject otherwise to the terms, conditions and exceptions of the Policy and endorsements if any thereon.

CONTRACT WORKS TIME SCHEDULE (CAR-08)

Attached to and forming part of the Policy No._____
Notwithstanding the conditions, provisions and other endorsements of the Policy it is understood and agreed that -

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a) The contract works time schedule together with plans, documents and specifications supplied and any other statements made by the Insured with respect to works programme is deemed to be incorporated herein.
b) 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 contract works time schedule exceeding ____weeks, unless the Insurers had agreed in writing to such a deviation before a loss occurred.

Subject otherwise to the terms, conditions and exceptions of the Policy and endorsements if any thereon.
N.B.: This memo applies only to the dam works during period of river diversion.

TEMPORARY ACCESS ROADS (CAR-09)

Attached to and forming part of the Policy No._____

Irrespective of the periods of Insurance specified in the Policy, the Insurer will indemnify the Insured only for unforeseen accidental loss or damage to temporary access roads insured under the Policy if such loss or damage occurs prior to such roads being completed or taken into use for their purpose by the contractors, whichever takes place first.

Subject otherwise to the terms, conditions and exceptions of the Policy and endorsements if any thereon.

SPECIAL CONDITIONS CONCERNING THE CONSTRUCTION OF DAM AND WATER RESERVOIR (CAR-10)

Attached to and forming part of the Policy No._____

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in Policy or endorsed thereon the Insurers will not indemnify the Insured in respect of -

- grouting of soft rock areas and/or other additional safety measure even if their necessity arises only during construction,
- expenses incurred for dewatering even if the quantities of water originally expected are exceeded substantially,
- loss or damage due to breakdown of the dewatering system if such breakdown could have been avoided by sufficient stand-by facilities,
- expenses incurred for additional sealing or water proofing and additional facilities for the discharge of runoff and or underground water,
- expenses incurred for the repairs of eroded slopes or other graded areas, if the Insured has failed to take the measures required or to take them in time,
- loss or damage due to subsidence if caused by insufficient compacting, cracks and leakage not caused by Insured peril.

SPECIAL CONDITIONS CONCERNING SAFETY MEASURES WITH RESPECT TO PRECIPITATION, FLOOD AND INUNDATION (CAR-11)

Attached to and forming part of the Policy No._____

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the policy or endorsed thereon, the Insurers shall indemnify the Insured for loss, damage or liability caused directly

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or indirectly by precipitation only if adequate precautions have been taken in designing and executing the project involved.

In this context, adequate precautions shall mean that allowance is made for precipitation, flood and inundation up to a return period of 10 years for the location insured and the entire policy period on the basis of statistics prepared by the Meteorological agencies.

Loss, damage or liability resulting from the Insured's not immediately removing obstruction (e.g. sand, trees) from watercourses, whether carrying water or not, in order to maintain free water flow shall not be indemnifiable.

SPECIAL CONDITIONS CONCERNING REMOVAL OF DEBRIS FROM LANDSLIDES (CAR-12)

Attached to and forming part of the Policy No._____

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the policy or endorsed thereon, the insurer shall not indemnify the insured in respect of:

Expenses incurred for the removal of debris from landslide in excess of the costs of excavating the original materials from the area affected by such landslides

Expenses incurred for the repair of eroded slopes or other graded area if the insured has failed to take the measures required or to take them in time.

ENDORSEMENT FOR ESCALATION PROVISION (CAR-13)

Attached to and forming part of the Policy No._____

'In consideration of the payment of an additional premium by the Insured (which is included in the Total premium set forth in the schedule), it is hereby declared and agreed that the Company shall provide for escalation in Sum Insured under items of Section I of the schedule attached to the policy up to_____% of the Original Site value, the basis of claim settlement shall be the original Site value of effected equipment plus increase in cost of replacement, if any, provided that the increase in the value of such equipment does not exceed _____% of the original site value.

It is also hereby declared and agreed that in the event of a claim the insured would be considered as fully insured up to the Sum Insured inclusive of _____% increase as per selected escalation and under-insurance would apply only in the event of the cost of replacement of the effected equipment exceeding the original value of selected _____% towards escalation.

It is however understood and agreed that the premium collected against price escalation herein above shall not be subject to refund the premium adjustment clause in the memo 2 of the policy.

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

Subject otherwise to the terms, conditions and exceptions of the Policy and endorsements if any thereon.

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ADDITIONAL CUSTOM DUTY ENDORSEMENT (CAR-14)

Attached to and forming part of the Policy No._____

In consideration of the payment of an additional premium by the Insured (which is included in the Total premium set forth in the schedule),it is hereby declared and agreed that the Insured shall also be indemnified during the currency of the policy, towards the additional Customs Duty, amount of Rs.... which may be incurred by the Insured over and above the Customs Duty amount taken into account in arriving at the Sum Insured of the affected item.

Each and every claim payable under the extension shall be subject to an Excess of 5% of the admissible Additional Customs Duty incurred and will be in addition to the Excess amount applicable for the affected item under the Policy.

The Indemnity for such Additional Customs Duty will stand reduced after occurrence of the claim unless reinstated by payment of an additional premium prescribed by the Company.

I. For computation of indemnity under the Additional Customs, Duty extension, exchange rate applicable on date of occurrence shall be considered.
II. Under this only Sea Freight charge would be taken into account even though the replacement supplies had been air freighted and the policy has been endorsed for air freight cover

Subject otherwise to the terms, conditions and exceptions of the Policy and endorsements if any thereon.

CROSS LIABILITY COVER (CAR-15)

Attached to and forming part of the Policy No._____

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

I. Loss of or damage to items or insurable under section 1 of the policy even if not recoverable due to an excess or any limit,
II. Fatal or non-fatal injury or illness of employees or workmen who are or could have been insured under workmen's compensation and/or employer's liability insurance.

The insurer's total liability in respect of the insured parties shall not however exceed in the aggregate for any one accident or series of accidents arising out of the one event the limit of indemnity stated in the Schedule.

Subject otherwise to the terms, conditions and exceptions of the Policy and endorsements if any thereon.

LIMITED MAINTENANCE VISITS COVER (CAR-16)

Attached to and forming part of the Policy No._____

In consideration of payment of an additional premium by the Insured (which is included in the Total premium set forth in the schedule), it is hereby declared and agreed that the indemnity provided by this policy is extended to

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include Maintenance Cover for the period of – months to be reckoned from the date of completion or handing over, provided the policy period has been extended till completion or handing over. However, during the maintenance Period this Insurance shall cover solely loss of or damage to the contract works caused by the insured contractor(s) in the course of the operations carried out for the purpose of complying with the obligations under the maintenance provisions of the contract.

Subject otherwise to the terms, conditions and exceptions of the Policy and endorsements if any thereon.

EXTENDED MAINTENANCE (CAR-17)

Attached to and forming part of the Policy No._____

In consideration of the payment of an additional premium by the insured (which is included in the total Premium set forth in the schedule), it is hereby declared and agreed that the indemnity provided by this policy is extended to include Maintenance Cover for the period of –---- months to be reckoned from the date of completion or handing over, provided the policy period has been extended till completion or handing over. However, during the Maintenance period this insurance shall cover loss of or damage to the contract works -
(i) Caused by the Insured contractor(s) in the course of the operations carried out for the purpose of complying with the obligations under the maintenance provisions of the contract.
(ii) Occurring during the maintenance period provided such loss or damage was caused on the site during the erection period.
Subject otherwise to the terms, conditions and exceptions of the Policy and endorsements if any thereon.

TERRORISM DAMAGE COVER ENDORSEMENT (MATERIAL DAMAGE ONLY) (CAR-18)

Attached to and forming part of the Policy No._____

INSURING CLAUSE

Subject otherwise to the terms, exclusions, provisions and conditions contained in the Policy and in consideration of the payment by the Insured to the Company of additional premium as stated in the Schedule, it is hereby agreed and declared that notwithstanding anything stated i n the 'Terrorism Risk Exclusion" of this Policy to the contrary, this Policy is extended to cover physical loss or physical damage occurring during the period of this Policy caused by a n act of terrorism, subject to the exclusions, limits and excess described hereinafter.

For the purpose of this cover, an act of terrorism means an act or series of acts, including but not limited to the use of force or violence and /or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization (s) or government(s), or unlawful associations, recognized under Unlawful Activities (Prevention) Amend men t Act, 2008 or any other related and applicable national or state legislation formula ted to com bat unlawful and terrorist activities in the nation for the time being in force, com mitted for political, religious, ideological or similar purposes including the intention to influence any govern men t and /or to put the public or an y section of the public in fear for such purposes.

This cover also includes loss, damage, cost or expense directly caused by, resulting from or in connection with any action taken in suppressing, controlling, preventing or minimizing the consequences of an act of terrorism by the duly empowered govern men t or Military Authority.

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Provided that If the Insured is eligible for indemnity under any government compensation plan or other similar scheme in respect of the damage described above, this Policy shall be excess of any recovery due from such plan or scheme.

For the purpose of the aforesaid inclusion clause, "Military Authority" shall mean armed forces, paramilitary forces, police or any other authority constituted by the govern men t for maintaining law and order.

LOSSES EXCLUDED

This cover shall not indemnify loss of or damage to property caused by any or all of the following:-

1. loss by seizure or legal or illegal occupation;
2. loss or damage caused by:
   (i) voluntary abandonment or vacation,
   ii) confiscation, commandeering, nationalisation, requisition, detention, embargo, quarantine, or any result of any order of public or government authority, which deprives the Insured of the use or value of its property;
3. loss or damage arising from acts of contraband or illegal transportation or illegal trade;
4. loss or damage directly or indirectly arising from or in consequence of the seepage and or discharge of pollutants or contaminants, which pollutants and contaminants shall include but not be limited to any solid , liquid , gaseous or thermal irritant, contaminant or toxic or hazardous substance or any substance the presence, existence or release of which endangers or threatens to endanger the health, safety or welfare of persons or the environment;
5. loss or damage arising directly or indirectly from or in consequence of chemical or biological emission, release, discharge, dispersal or escape or chemical or biological exposure of any kind;
6. loss or damage arising directly or indirectly from or in consequence of asbestos emission , release, discharge, dispersal or escape or asbestos exposure of any kind;
7. any fine, levy, duty, interest or penalty or cost or compensation / damages and /or other assessment which is incurred by the Insured or which is imposed by any court, govern men t agency, public or civil authority or any other person;
8. loss or damage by electronic means including but not limited to computer hacking or the introduction of any form of computer virus or corrupting or unauthorised instructions or code or the use of any electromagnetic weapon. This exclusion shall not operate to exclude losses (which would otherwise be covered under this Policy) arising from the use of any computer, computer system or computer software programme or any other electronic system i n the launch and /or guidance system and /or firing mechanism of any weapon or missile;
9. loss or damage caused by vandals or other persons acting maliciously or by way of protest or strikes, labour unrest, riots or civil commotion;
10. loss or increased cost occasioned by any public or government or local or civil authority's enforcement of any ordinance or law regulating the reconstruction, repair or demolition of any property insured hereunder;
11. any consequential loss or damage, loss of use, delay or loss of markets, loss of income, depreciation , reduction in functionality, or increased cost of working;
12. loss or damage caused by f actors including but not limited to cessation, fluctuation or variation in, or insufficiency of , water, gas or electricity supplies and telecommunications or any type of service;
13. loss or increased cost as a result of threat or hoax;
14. loss or damage caused by or arising out of burglary, house - breaking, looting, theft, larceny or any such attempt or any omission of any kind of any person (whether or not such act is committed in the course of a disturbance of public peace) in any action taken in respect of an act of terrorism;

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15. loss or damage caused by mysterious disappearance or unexplained loss;
16. loss or damage directly or indirectly caused by mould, mildew, fungus, spores or other micro-organism of any type, nature or description, including but not limited to any substance whose presence poses an actual or potential threat to human health;
17. total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind.

LIMIT OF INDEMNITY

The limit of indemnity under this cover shall not exceed the Total Sum Insured given in the Policy Schedule or INR 20,000,000,000 whichever is lower. In respect of several insurance policies within the same compound/location and/or arising out of a single event with one or different insurers, the maximum aggregate loss payable per compound/location and/or arising out of a single event by any one or all insurers shall be INR 20,000,000,000. If the actual aggregate loss suffered at one compound/location and/or arising out of a single event is more than INR 20,000,000,000 the amounts payable towards individual policies shall be reduced in proportion to the sum insured of the policies.

Definition of Single event

Physical loss or physical damage arising during a period of 72 consecutive hours out of an act of terrorism" would be considered as single event.

EXCESS"

Shops a Residential Risks: 1% of the claim amount for each and every claim subject to Minimum of INR 10,000 and Maximum of INR 500,000

Non-Industrial Risks: 1% of the claim amount for each and every claim subject to Minimum of INR 25,000 and Maximum of INR 1,000,000

Industrial Risks: 5% of the claim amount for each and every claim subject to Minimum of INR 100,000 and Maximum of INR 25,000,000

*whichever is applicable

ADD ON COVER

It is further declared and agreed that the limit of indemnity including the claim on add on cover(s) shall not exceed total sum insured plus separate sublimit opted for add on cover(s) or I N R 20, 000,000,000 whichever is lower .

In respect of several insurance policies within the same compound / location or affected in the single event, the maximum aggregate loss payable per compound / location and or arising out of single event by any one or all insurers shall be INR 20,000,000,000.

MID TERM COVER

In case the coverage under this endorsement is granted during the currency of the policy, no claims will be payable for loss or damage to property caused by an act of terrorism occurring during the first 15 (fifteen) days from the date of granting such cover.

SANCTION, LIMITATION AND EXCLUSION CLAUSE

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

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CANCELLATION CLAUSE

Notwithstanding the cancellation provisions relating to the basic insurance policy on which this endorsement is issued, there shall be no refund of premium allowed for cancellation of the Terrorism risk insurance during the period of insurance except where such cancellation is done along with the cancellation of the basic insurance. Where a policy is cancelled and rewritten mid-term purely for the purpose of coinciding with the accounting year of the insured, pro- rate ref und of the cancelled policy premium will be allowed.

If the cancellation is for any other purpose, refund of premium will only be allowed after charging short term scale rates.

Note: The definitions, terms and conditions of main Policy save as modified or endorsed herein shall apply.

ENDORSEMENT CONCERNING STORAGE (CAR-19)

Attached to and forming part of the Policy No._____

It is agreed and understood that otherwise subject to the terms exclusions, provisions and conditions contained in the policy or endorsed thereon, the insurers shall only indemnify the insured for loss of or damage to the insured items during storage up to a value per storage unit not exceeding the equivalent of Rs. -------.

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

COVER OF LEAK SEARCH COSTS WHEN LAYING PIPELINES (CAR-20)

Attached to and forming part of the Policy No._____

It is agreed and understood that otherwise subject to the terms exclusions, provisions and conditions contained in the policy or endorsed thereon, the insurers shall indemnify the insured also for the following items under this policy

(a) Leak search costs following a hydrostatic test
(Including the cost of leasing special apparatus cost of operation and transport of such apparatus)

(b) Earthwork on a trench not damaged in itself such earthwork becoming necessary in search for and repairs of leaks, e.g. excavation, uncovering of the pipeline, backfilling.

Provided that –

The leak has been caused by an indemnifiable event or is attributable to faulty execution on the site, and 100% of the welding seams have been X-rayed and any deficiencies discovered thereby have been removed properly**.**

Indemnity shall be

Limited in the aggregate}
Per testing section}
During the policy period}

COVER FOR EXTRA CHARGES FOR OVER TIME, NIGHT WORK, WORK ON PUBLIC HOLIDAYS, EXPRESS FREIGHT INCLUDING AIR FREIGHT (CAR-21)

Attached to and forming part of the Policy No._____

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It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the policy or endorsed thereon and insured having paid the agreed premium" the insurer shall indemnify the insured, extra charges for over time, night work, work on public holidays and express freight (including air freight)

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

If the sum(s) insured of the damaged item(s) is less than the amount(s) required to be insured, the amount payable under this endorsement for such extra charges shall be reduced in the same proportion.
Provided always that the amount payable shall not exceed ----% of loss amount or limit selected in schedule whichever is lower and as the case may be,per any one occurrence and that the indemnity in respect Air freight shall be subject to an additional excess of ----% of the Air Freight incurred per claim.

N.B.: - To be deleted, where cover is up to 30% of net claims as it is written extra premium.

72 HOURS CLAUSE (CAR-22)

Attached to and forming part of the Policy No._____

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

PROFESSIONAL FEES CLAUSE (CAR-23)

Attached to and forming part of the Policy No._____

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

The liability of the insurers under this endorsement shall in no case exceed 10 % of the loss amount per any one occurrence and Rs. ----in the aggregate.

Subject otherwise to the terms, conditions and exceptions of the Policy and endorsements if any thereon.

50:50 CLAUSE (CAR-24)

Attached to and forming part of the Policy No._____

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

- The insured hereby undertakes to inspect each item of the subject matter Insured upon arrival at the contract site for possible damage sustained during transit.

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

Subject otherwise to the terms, conditions and exceptions of the Policy and endorsements if any thereon.

LOSS MINIMIZATION EXPENSES (CAR-25)

Attached to and forming part of the Policy No._____

If upon the happening of any peril hereby insured resulting in actual damage to the Insured property the insured shall take all steps to minimize further loss or damage arising from that occurrence or accident, expenses necessarily and reasonably incurred by or on behalf of the insured in an attempt to prevent or minimize such further loss or damage will be indemnified up-to a limit of Rs. --- in the aggregate.

Subject otherwise to the terms, conditions and exceptions of the Policy and endorsements if any thereon.

OWNERS SURROUNDING PROPERTY (CAR-26)

Attached to and forming part of the Policy No._____

It is hereby declared and agreed that the insured having paid an additional premium (which is included in the Total premium set forth in the schedule), the policy extends to cover loss of or damage to property located on or adjacent to the Project Site and belonging to or held in care, custody or control of the principal(s) or the Contractor (s) shall only be covered if occurring directly due to the erection, construction or testing of the items insured under section 1 and happening during the period of cover. This cover does not apply to Construction / Erection Machinery, Plant and Equipment, Temporary Buildings and Temporary site installations.

Limit of indemnity shall be ……% of the policy Sum Insured.

The policy does not cover loss due to Fire, Lightning, Explosion and Aircraft damage unless specifically mentioned in schedule of policy

Subject otherwise to the terms, conditions and exceptions of the Policy and endorsements if any thereon.

AUTOMATIC REINSTATEMENT UPTO 10% (CAR-27)

Attached to and forming part of the Policy No._____

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Notwithstanding anything contained herein to the contrary it is hereby agreed and understood the amounts insured are always to remain at risk and shall not be reduced following loss or damage insured hereunder so long as the aggregate of the sums paid and/or payable does not exceed 10% of the completely erected value.

Subject otherwise to the terms, conditions and exceptions of the Policy and endorsements if any thereon.

AUTOMATIC REINSTATEMENT ABOVE 10% (CAR-27B)

Attached to and forming part of the Policy No._____

It is hereby declared and agreed that the insured having paid an additional premium (which is included in the Total premium set forth in the schedule), the amount insured are always to remain at risk and shall not be reduced, so long as the aggregate of the sum paid and / or payable does not exceed ----- % of the sum insured.
Subject otherwise to the terms, conditions and exceptions of the Policy and endorsements if any thereon.

WAIVER OF SUBROGATION (CAR-28)

Attached to and forming part of the Policy No._____

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

WAIVER OF CONTRIBUTION (CAR-29)

Attached to and forming part of the Policy No._____

It is hereby agreed and understood that otherwise subject to the terms exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Company shall waive all their rights on any other insurance effected by on or behalf of the insured from contributing rateably to the loss or damage in whole or in part , provided the liability of the Company hereunder shall be limited to such proportion of the loss or damage as the Limit of Indemnity herein bears to the actual value at risk.

It is further agreed that the said waiver of contribution shall be restricted between Principal and the Contractor and should not be waived for others.

LOSS DUE TO BREAKAGE OF GLASS (CAR- 30)

Attached to and forming part of the Policy No. _____

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the policy or endorsed thereon and Insured having paid the agreed extra premium, this Policy extends to cover loss due to breakage of glass and exclusion C of Material damage section stands altered to "Normal wear and tear, gradual deterioration due to atmospheric conditions or lack of use or obsolescence or otherwise, rust, scratching of painted or polished surfaces".

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COVER FOR OFFSITE STORAGE (CAR-31)

Attached to and forming part of the Policy No. _____

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and Insured having paid the agreed extra premium, the Company shall only indemnify the Insured for loss of or damage to the Insured items during storage upto a value per storage unit not exceeding the equivalent of Rs._____.

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

CLEARANCE AND REMOVAL OF DEBRIS (CAR-32)

Attached to and forming part of the Policy No. _____

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and Insured having paid an additional premium (which is included in the Total premium set forth in the schedule),this Policy extends to cover costs and expenses necessarily incurred by the Company with the consent of the Insurers in demolishing or removing debris of portions of the property Insured by Section I destroyed or damaged by any peril hereby Insured against up to an amount not exceeding --------% of the claim amount Rs. ---------- lacs per any one occurrence and Rs.---------- in the aggregate.

MULTIPLE INSURED CLAUSE (CAR- 33)

Attached to and forming part of the Policy No. _____

Notwithstanding anything to the contrary contained in this Policy, if in any Section, the Insured comprises of 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 Company'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 for that Section. Any payment made by the Company to any insured party as a result of an occurrence of loss or damage shall reduce, by the amount of that payment, the Company's liability towards all insured parties that constitute the Insured arising from that occurrence under this Policy of Insurance.

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

NON VITIATION CLAUSE (CAR-34)

Attached to and forming part of the Policy No. _____

Notwithstanding anything to the contrary contained in this Policy, as the various parties comprising the Insured operate as separate and distinct entitles, the rights of each of the parties in all respects shall (notwithstanding anything contained or implied herein to the contrary) be treated as though each of the parties had separate policies for their respective rights and interests and the rights and indemnities of any of the parties who are not guilty of any fraud, misrepresentation, non-disclosure or breach of condition or warranty shall not be prejudiced or affected by any fraud, misrepresentation, non-disclosure or breach of condition or warranty by any of the other parties comprising the Insured.

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COVER OF CONSTRUCTION/ERECTION MACHINERY (CAR- 35)

Attached to and forming part of the Policy No. _____

In consideration of payment of an additional premium paid by insured (which is included in the Total premium set forth in the schedule), and notwithstanding anything to the contrary contained in this Policy, It is agreed and understood that the cover under Section I of the Policy shall be extended to include loss of or damage to the construction/ erection machinery mentioned in the attached list of machines, excluding however
- loss or damage due to electrical or mechanical breakdown, failure, breakage or derangement, freezing of coolant or other fluid, defective lubrication or lack of oil or coolant, but if as a consequence of such breakdown or derangement an accident occurs causing external damage, such consequential damage shall be indemnifiable,
- loss of or damage to vehicles licensed for general road use or waterborne vessels or aircraft.

The Sums Insured on construction/erection machines shall be their replacement values, which shall mean the cost of replacement of each insured item by a new item of the same kind and the same capacity.

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

Limit selected : Rs. Any one event and in aggregate during the Policy period.

Deductible : As mentioned in Policy Schedule

AGREED BANK CLAUSE (CAR- 36)

Attached to and forming part of the Policy No. _____

It is hereby declared and agreed:-

1. That upon any monies becoming payable under this Policy the same shall be paid by the Company to the Bank and such part of any monies so paid as may relate to the interests of other parties insured hereunder shall be received by the Bank as Agents for such other parties.

2. That the receipts of the Bank shall be complete discharge of the Company therefor and shall be binding on all the parties insured hereunder.

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

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

5. That this insurance so far only as it relates to the interest of the Bank therein shall not cease to attach to any of the insured property by reason of operation of General Condition 4 of this Coverage Section except where a breach of

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the Condition has been committed by the Bank or its duly authorised agents or servants and this insurance shall not be invalidated by any act or omission on the part of any other party insured hereunder whereby the risk is increased or by anything being done to upon or any building hereby insured or any building in which the goods insured under the Policy are stored without the knowledge of the Bank provided always that the Bank shall notify the Company of any change of ownership or alterations or increase of hazards not permitted by this insurance as soon as the same shall come to its knowledge and shall on demand pay to the Company necessary additional premium from the time when such increase of risks first took place.

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

   Notes: The Bank shall mean the first named Financial Institution/ Bank named in the Policy.

7. In cases where the name of any Central Government or State Government owned and / or sponsored Industrial Financing or Rehabilitation Financing Corporations and /or Unit Trust of India or General Insurance Corporation of India and/or its subsidiaries or LIC of India/ any Financial Institution is included as mortgagees, the name of such institution shall be read in place of the word 'Bank'.

EXTENDED DEFECTIVE CONDITION EXCLUSION DE2 (1995) (CAR-37)

Attached to and forming part of the Policy No._____

This policy excludes loss of or damage to and the cost necessary to replace, repair or rectify:

a) Property Insured, which is in a defective condition due to a defect in design, plan specification materials or workmanship of such Property Insured or any part thereof.
b) Property Insured which relies for its support or stability on (a) above.
c) Property Insured lost or damaged to enable the replacement, repair or rectification of Property Insured excluded by (a) and (b) above.

Exclusion (a) and (b) above shall not apply to other Property Insured which is free of the defective condition but is damaged in consequence thereof.
For the purpose of the Policy and not merely this Exclusion, the Property Insured shall not be regarded as lost or damaged solely by virtue of the existence of any defect in design plan specification materials or workmanship in the Property Insured or any part thereof.

LIMITED DEFECTIVE CONDITION EXCLUSION DE3 (1995) (CAR-38)

Attached to and forming part of the Policy No._____

This policy excludes loss of or damage to and the cost necessary to replace, repair or rectify:

a) Property Insured, which is in a defective condition due to a defect in design, plan specification materials or workmanship of such Property Insured or any part thereof.
b) Property Insured loss or damaged to enable the replacement, repair or rectification of Property Insured excluded by (a) above

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Exclusion (a) above shall not apply to other Property Insured, which is free of the defective condition but is damaged in consequence thereof or resulting from and the additional costs of improvements to, the original design plan specification materials or workmanship.

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

DEFECTIVE PART EXCLUSION (DE 4) (CAR-39)

Attached to and forming part of the Policy No. _____

This Policy excludes loss of or damage to and the cost necessary to replace, repair or rectify.
(a) Any component part or individual item of the Property Insured which is defective in design plant specification materials or workmanship
(b) Property Insured lost or damaged to enable the replacement repair or rectification of Property Insured excluded by (a) above.

Exclusion (a) above shall not apply to other parts or items of Property Insured which are free from defect but are damaged in consequence thereof.

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

SERIAL LOSSES (CAR- 40)

Attached to and forming part of the Policy No. _____

Notwithstanding anything to the contrary contained in this Policy, It is noted and agreed that loss or damage due to faulty design (if covered by endorsement), defective material and/or workmanship arising out of the same cause to structures, parts of structures, machines or equipment of the same type shall be indemnified according to the following scale after applying the Policy deductible for each loss:
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.

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

CONTINUITY OF COVER DURING OPERATIONAL PHASE FOR UNIT/PLANT/ BUILDING COMPLETED BUT AWAITING HANDING OVER (CAR-41)

Attached to and forming part of the Policy No._____

In consideration of additional premium paid by the insured (which is included in the Total premium set forth in the schedule),, it is hereby declared and agreed that the Indemnity provided by this policy is extended to cover the

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equipments/plants/ buildings, which has been completed and awaiting handing over, for a period of _____ months, from the date of successful completion

However, this endorsement will be only during the Period of Insurance.

This cover is subject to the following conditions:
1. These plants/equipments / buildings should be part of the total Sum insured of the project.
2. Excess applicable for this extension would be the applicable excess for AOG perils/ Major perils / Collapse
   Subject otherwise to the terms, conditions and exceptions of the Policy and endorsements if any thereon.

SPECIAL CONDITIONS CONCERNING FIRE FIGHTING FACILITIES (CAR-42)

Attached to and forming part of the Policy No._____

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers shall only indemnify the Insured for loss or damage resulting directly or indirectly from fire and/or explosion if the following requirements are fulfilled:-

- Adequate fire-fighting equipment and extinguishing agents of sufficient capacity must always be available at the site and ready for immediate use.
- Sufficient number of workmen must be fully trained in the use of such equipment and must be available for immediate intervention at all times.
- If storage of material for the construction or erection of the contract works is necessary at site or any other location within India, storage must be subdivided into storage units not exceeding the equivalent value of Rs.------- per storage unit. The individual storage units must either be at least 10 meters apart or separated by fire-proof walls. All inflammable materials (such as shuttering material not fitted for concreting, litter, etc.) and especially all inflammable liquids and gases must be stored at a sufficiently large distance from the property under construction or erection and any hot work like welding etc.
- Provided further that in respect of storages of Indian sourced materials at locations other than the site, the amount payable shall not exceed Rs.---------- at any one location.
- Welding, soldering or the use of an open flame in the vicinity of combustible material is permitted only if at least one workman suitably equipped with extinguishers and well trained in fire-fighting is present.
- At the beginning of testing all fire-fighting facilities designed for the operation of the plant must be installed and serviceable.

COVER FOR VALUABLE DOCUMENTS (CAR-43)

Attached to and forming part of the Policy No._____

Subject otherwise to the terms, exclusions, provisions and conditions contained in the Policy, the Indemnity granted by Section 1 of this Policy shall, in addition extend to indemnify the insured in respect of costs necessarily and reasonably incurred in rewriting or redrawing Plans or Specifications of the contract works insured hereunder, when such Plans or Specifications are lost or damaged by any cause not excluded by this section and the Insured needs to have them redrawn or rewritten in order to complete the project or to enable payment to be made for works already carried out.

The liability of the Insurers shall not exceed in the aggregate during the Policy period the Sum Insured set forth in the Schedule.

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CONDITIONS FOR HORIZONTAL DIRECTIONAL DRILLING OF PIPELINE ROUTES BELOW RIVERS, RAILWAY EMBANKMENTS, STREETS, ETC. (CAR-44)

Attached to and forming part of the Policy No. _____

In consideration of payment of an additional premium (which is included in the Total premium set forth in the schedule)by insured, and notwithstanding anything to the contrary contained in this Policy, It is agreed and understood that the Insurers will indemnity 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 loses 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 (e.g. bentonite);
- damage to the outer insulation of pipeline in the area of horizontal directional drilling.

Limit of indemnity (any one occurrence and in aggregate during the policy period): Rs. ------

Deductible: 20% for loss amount for each and every claim payable under this endorsement.

Nothing contained in this Endorsement shall be deemed to increase the Sum(s) Insured or Limit of Indemnity stated in The Schedule.

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

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.

PRIMARY INSURANCE CLAUSE (CAR-45)

Attached to and forming part of the Policy No. _____

Notwithstanding general conditions of this Policy, the Company hereby agrees that the insurance of this Policy shall be primary without right of contribution of any other insurance carried by or on behalf of the named Insured's with respect to their respective interests in the insured property.

LOSS PAYEE CLAUSE (CAR- 46)

Attached to and forming part of the Policy No. _____

It is agreed and declared that loss is payable to the Insured or as directed by the Insured, which shall include such party who has an insured interest in the subject matter insured at the time of loss or damage.

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

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ENDORSEMENT REGARDING AIR FREIGHT (CAR-48)

Attached to and forming part of the Policy No. _____

Subject otherwise to the terms, exclusions, provisions and conditions contained in the Policy and in consideration of the payment by the Insured to the Company of additional premium as stated in the Schedule, it is hereby declared and agreed that the policy shall also indemnify towards Air Freight incurred by the Insured in connection with the indemnifiable loss under the Policy.
Limit of indemnity shall be as specified in the Schedule of the Policy.
Each and every claim shall be subject to a minimum Excess of 5 % of the admissible Air Freight incurred over and above the excess as applicable under the Policy.

INVOLUNTARY BETTERMENT (CAR-49)

Attached to and forming part of the Policy No. _____

Subject otherwise to the terms, exclusions, provisions and conditions contained in the Policy and in consideration of the payment by the Insured to the Company of additional premium as stated in the Schedule it is hereby declared and agreed that in the event of replacement property of like kind and quality is not obtainable, new property which is as similar as possible to the damaged property and which is capable of performing the same function, shall be deemed to be new property of like kind and quality and in no event shall this be considered as a betterment to the Insured.

The Company will pay the cost of purchasing and installing technologically current equipment which is necessitated by incompatibility between new equipment installed to replace equipment suffering Damage and undamaged existing equipment at the same or an interdependent location.

Provided that

I. the Company shall be liable only for the amount sufficient to enable the Insured to resume operations in substantially the same manner as before the damage
II. the Company shall be liable for only the difference between the highest sales value of the undamaged existing equipment at the same or interdependent location and the installed cost of the technologically current equipment.

PAIR AND SET CLAUSE (CAR-50)

Attached to and forming part of the Policy No. _____

Subject otherwise to the terms, exclusions, provisions and conditions contained in the Policy and in consideration of the payment by the Insured to the Company of additional premium as stated in the Schedule, it is hereby declared and agreed that In the event of Damage by an insured peril against any article or articles of Property Insured which are a part of a pair or set, the amount of Damage to such article or articles shall be, at the Insured's option:

I. the reasonable and fair proportion of the total value of the pair or set, giving consideration to the importance of said article or articles, but in no event shall such loss or damage be construed to mean total loss of the pair or set; or
II. the full value of the pair or set provided that the Insured surrenders the remaining articles of the pair or set to the Company.

The cover provided by this endorsement shall not exceed the Sub Limit stated in the Schedule for this item.

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LEASED EQUIPMENT RENTAL COSTS (CAR-51)

Attached to and forming part of the Policy No. _____

Subject otherwise to the terms, exclusions, provisions and conditions contained in the Policy and in consideration of the payment by the Insured to the Company of additional premium as stated in the Schedule, it is hereby declared and agreed the Company shall cover the Insured for their necessary continuing rental charges on leased equipment damaged by an Insured event. Company will pay the actual rental charges which are the responsibility of the Insured as stipulated in the rental contract or lease agreement. The cover provided by this endorsement shall not exceed the sub limit stated in the Schedule.

Coverage under this extension will start on the date of loss and will end on the date the Property is actually repaired, rebuilt or replaced with due diligence.

INCOMPATIBILITY OF UNDAMAGED MACHINERY (CAR-52)

Attached to and forming part of the Policy No. _____

It is hereby understood and agreed that subject otherwise to the terms, exclusions, provisions and conditions contained herein the Policy or endorsed thereon and subject to the Insured having paid the additional premium the Insurance under Section I is extended to cover the cost of

1. modification of an equipment already erected and/or to be erected under project as per insured contract(s) provisions or
2. the replacement restoration or recompilation of an equipment already erected and/or to be erected under project as per insured contract(s) provisions

whichever is the lesser cost to achieve compatibility in the event that the indemnifiable loss of or damage to any equipment under Section I has resulted in undamaged equipment being unavoidably incompatible with replacement equipment.

Provided that the liability of the Company shall not exceed the Limit of Liability under Section I stated in the Schedule for each individual item replaced restored recompiled or modified or limit of indemnity whichever is less.

COVER FOR EXTERNAL DEBRIS (CAR-53)

Attached to and forming part of the Policy No. _____

It is hereby understood and agreed that otherwise subject to the terms, exclusions, provisions and conditions contained herein the Policy or endorsed thereon, and subject to the Insured having paid the additional premium this Policy extends to cover costs and expenses necessarily incurred by the Insured with the consent of the Company in demolishing or removing external debris accumulated within the territorial limits of the Policy, by any sudden event that could not reasonably be ascertained by the Insured or if ascertained the insured could not have prevented the damage by reasonable amount of care/measures upto an amount not exceeding 75% of the claim amount subject to a maximum limit of indemnity per any one occurrence and in the aggregate stated in the Schedule.

APPRAISEMENT CLAUSE (CAR- 54)

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Attached to and forming part of the Policy No. _____

It is hereby understood and agreed that subject otherwise to the terms, exclusions, provisions and conditions contained herein the Policy or endorsed thereon, no special inventory or appraisement of the undamaged property hereby insured shall be required, if the aggregate claim for any one insured loss or damage does not exceed_____ (limit as stated in the Schedule) by the item or items effected.

LEG 3/96 MODEL 'IMPROVEMENTS' DEFECTS EXCLUSION (CAR- 55)

Attached to and forming part of the Policy No. _____
The Company shall not be liable in respect of:
All costs rendered necessary by defects of material workmanship design plan or specification and should damage occur to any portion of the property insured (Contract Works) containing any of the said defects the cost of replacement or rectification which is hereby excluded is that cost incurred to improve the original material workmanship design plan or specification.

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

LEG 3/06 MODEL 'IMPROVEMENTS' DEFECTS EXCLUSION (CAR-56)

Attached to and forming part of the Policy No. _____

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

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

LEG 2/96 MODEL "CONSEQUENCES "DEFECTS WORDING (CAR- 57)

Attached to and forming part of the Policy No. _____

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

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

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ERRORS & OMISSIONS TO INSURE (CAR- 58)

Attached to and forming part of the Policy No. _____

It is hereby understood and agreed, subject otherwise 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, that the Insured shall not be prejudiced in any manner by any unintentional and/or inadvertent:

1. Delay and/or omission and/or Failure to advise inclusion of assets or details which but for such delay or omission or failure would have been covered by this policy; and/or
2. Inaccuracy and/or error in description; and/or
3. Failure to notify material changes as required; and/or
4. Error in the name

It is hereby understood and agreed that the Insured shall take all reasonable steps to rectify such omission or failure or inaccuracy or error as the case may be, on becoming aware thereof.

PROJECT AMENDMENTS (CAR-59)

Attached to and forming part of the Policy No. _____

It is hereby understood and agreed, subject otherwise to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, that this insurance shall also cover any alteration in any material plan or otherwise regarding construction methods or procedures or any other information contained in or omitted from any underwriting information supplied to the Company shall not prejudice this Policy which shall be held covered subject to immediate notification to the Company but not later than 3 days as soon as the alteration or omission becomes known to the Insured, and then subject to any variation in the terms and conditions which may be mutually agreed between the Insured and the Company.

CLAIM PREPARATION COST (CAR-60)
Attached to and forming part of the Policy No. _____

Subject otherwise to the terms, exclusions, provisions and conditions contained in the Policy and in consideration of the payment by the Insured to the Company of additional premium as stated in the Schedule It is hereby understood and agreed that costs and expenses necessarily and reasonably incurred by the Insured following loss or damage to the Property Insured to extract and compile information required by the Company from the Insured's own records for the purpose of preparing a claim under the Policy but excluding legal, investigation and research fees/expenses incurred for the purpose of contesting any issue over the Company's liability under the Policy.

Provided always that no amount shall be recoverable under this clause if subsequent to the incurrence of any expenses, the Company shall deny liability for any claim in respect of which the expenses had been incurred (with or without consent of the Company).

Limit of liability is as specified in Schedule.

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SOUND/UNDAMAGED PROPERTY DESTRUCTION (CAR- 61)

Attached to and forming part of the Policy No. _____

It is hereby understood and agreed that subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the additional premium, in the event of total or partial damage or destruction to the property insured hereunder the destruction of undamaged property forming part of the contract works necessary for the replacement and reinstatement of the damaged property is covered so long as there is no change to original design.

EMPLOYEES' PERSONAL EFFECTS AND TOOLS (CAR-62)

Attached to and forming part of the Policy No. _____

Subject otherwise to the terms, exclusions, provisions and conditions contained in the Policy and in consideration of the payment by the Insured to the Company of additional premium as stated in the Schedule, the Policy is extended to include loss or damage to personal effects and tools of the employees, project manager engaged in this contract

The liability of the Company shall not exceed the limit of indemnity as mentioned below (after application of the amount specified in deductible below in respect of any one employee

Company shall not be liable for:-

I. the deductible/ franchise as mentioned in schedule of all costs and each event
II. loss or damage which occurs other than at the site of the project or working area or in transit thereto or therefrom.
III. loss of or damage to motor vehicles, precious metals, precious stones or articles made there from or money.

INLAND TRANSIT (CAR- 63)

Attached to and forming part of the Policy No. _____

This Section will indemnify the Insured, up to the Sum Insured specified in the Schedule, in respect of insured Loss, while Insured Property is being transported on any vehicle (including loading and unloading) to the Project Site or to temporary offsite facilities, provided that:

(a) said Insured Property is owned, or is in the custody, care or control of the Insured; and
(b) the transits insurance hereunder shall only indemnify the Insured to the extent that the Loss is not recoverable under any other insurance; and
(c) such transits take place within the Territorial Limits.

Such cover does not apply during marine or air transit but shall include transits by roll-on roll-off ferry when a bill of lading is not issued. Limit of liability and deductible as specified in the Schedule.

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CESSATION OF WORK (CAR-64)

Attached to and forming part of the Policy No. _____

It is hereby understood and agreed that otherwise subject to terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, and subject to the Insured having paid the additional premium, exclusion (d) under General Exclusions to the Policy shall be replaced by the following wordings:
"d) any partial or total cessation of work exceeding 180 days of which the Company has not been notified"

The indemnity provided herein shall be subject to the limit of liability and deductible as specified in the Schedule.

In the event of partial or total cessation of work, the Insured shall use his diligence and do all things reasonably practicable to protect the insured property.

LOCAL AUTHORITIES CLAUSE (CAR- 65)

Attached to and forming part of the Policy No. _____

It is hereby understood and agreed subject to the Insured having paid the additional premium, the insurance by this Policy extends to include such additional cost of reinstatement of the destroyed or damaged property hereby insured as may be incurred by the Insured solely by reason of the necessity to comply with the Building or other Regulations under or framed in pursuance of any act of Parliament or with Bye-laws of any Municipal or Local authority provided that

1) The amount recoverable under this extension shall not include :

a) the cost incurred in complying with any of the aforesaid Regulations or Bye-laws,

i) in respect of destruction or damage occurring prior to the granting of this extension,
ii) in respect of destruction or damage not insured by the Policy,
iii) under which notice has been served upon the insured prior to the happening of the destruction of damage,
iv) in respect of undamaged property or undamaged portions of property insured other than foundations (unless foundations are specifically excluded from the insurance by this Policy) of that portion of the property destroyed or damaged,

b) the additional cost that would have been required to make good the property damaged or destroyed to a condition equal to its condition when new, had the necessity to comply with any of the aforesaid Regulations of Bye-laws not arisen,

c) the amount of any rate, tax, duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with any of the aforesaid Regulations or Bye-laws.

2) The work of reinstatement must be commenced and carried out with reasonable dispatch and in any case must be completed within twelve months after the destruction or damage or within such further time as the Company may (during the said twelve months) in writing allow and may be carried out wholly or partially upon another site (if the aforesaid Regulations or Bye-laws so necessitate) subject to the liability of the Company under this extension not being thereby increased.

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3) If the liability of the Company under (any item of) the Policy apart from this extension shall be reduced by the application of any of the terms and conditions of the policy then the liability of the Company under this extension (in respect of any such item) shall be reduced in like proportion.

4) The total amount recoverable under any item of the policy shall not exceed the sum insured thereby.

5) All the conditions of the Policy except in so far as they may be hereby expressly varied shall apply as if they had been incorporated herein."

LIST OF ADD-ONS WITH UIN UNDER CONTRACTOR'S ALL RISKS INSURANCE

Sr. No	Add-On	UIN
1	Earthquake (Fire and Shock)	IRDAN152RP0164V02201718/A0166V01201718
2	Clearance and Removal of Debris	IRDAN152RP0164V02201718/A0171V01201718
3	Owners Surrounding Property	Without FLEXA - IRDAN152RP0164V02201718/A0173V01201718 With FLEXA – IRDAN152RP0164V02201718/A0174V01201718
4	ENDORSEMENT FOR ESCALATION PROVISION	IRDAN152RP0164V02201718/A0170V01201718
5	COVER FOR EXTRA CHARGES FOR OVER TIME, NIGHT WORK, WORK ON PUBLIC HOLIDAYS, EXPRESS FREIGHT INCLUDING AIR FREIGHT (CAR-21)	IRDAN152RP0164V02201718/A0168V01201718
6	Additional Customs Duty	IRDAN152RP0164V02201718/A0172V01201718
7	LIMITED MAINTENANCE VISITS COVER	IRDAN152RP0164V02201718/A0177V01201718
8	Extended Maintenance cover	IRDAN152RP0164V02201718/A0178V01201718
9	CONTINUITY OF COVER DURING OPERATIONAL PHASE FOR UNIT/PLANT/ BUILDING COMPLETED BUT AWAITING HANDING OVER	IRDAN152RP0164V02201718/A0184V01201718
10	COVER FOR OFFSITE STORAGE	IRDAN152RP0164V02201718/A0183V01201718
11	Valuable documents cover	IRDAN152RP0164V02201718/A0179V01201718
12	Terrorism Damage cover	IRDAN152RP0164V02201718/A0167V01201718
13	LIMITED DEFECTIVE CONDITION EXCLUSION DE3	IRDAN152RP0164V02201718/A0181V01201718
14	DEFECTIVE PART EXCLUSION (DE 4)	IRDAN152RP0164V02201718/A0182V01201718
15	Involuntary Betterment	IRDAN152RP0164V02201718/A0199V01201718
16	Pair and set	IRDAN152RP0164V02201718/A0198V01201718
17	LEASED EQUIPMENT RENTAL COSTS	IRDAN152RP0164V02201718/A0197V01201718

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18	INCOMPATIBILITY OF UNDAMAGED MACHINERY	IRDAN152RP0164V02201718/A0196V01201718
19	ERRORS & OMISSIONS TO INSURE	IRDAN152RP0164V02201718/A0191V01201718
20	Claim preparation costs	IRDAN152RP0164V02201718/A0190V01201718
21	Inland Transit	IRDAN152RP0164V02201718/A0187V01201718
22	SOUND/ UNDAMAGED PROPERTY DESTRUCTION	IRDAN152RP0164V02201718/A0189V01201718
23	EMPLOYEES' PERSONAL EFFECTS AND TOOLS	IRDAN152RP0164V02201718/A0188V01201718
24	COVER FOR EXTERNAL DEBRIS	IRDAN152RP0164V02201718/A0195V01201718
25	Cessation of work	IRDAN152RP0164V02201718/A0186V01201718
26	AUTOMATIC REINSTATEMENT UPTO 10%	IRDAN152RP0164V02201718/A0175V01201718
27	AUTOMATIC REINSTATEMENT ABOVE 10%	IRDAN152RP0164V02201718/A0175V01201718
28	ENDORSEMENT REGARDING AIR FREIGHT	IRDAN152RP0164V02201718/A0169V01201718
29	Third Party Liability With or without Cross Liability extension	IRDAN152RP0164V02201718/A0176V01201718
30	Breakage of glass cover	IRDAN152RP0164V02201718/A0180V01201718
31	Contractor’s Plant and Machinery	IRDAN152RP0164V02201718/A0185V01201718
32	LEG 3/96 model 'improvements' defects exclusion	IRDAN152RP0164V02201718/A0192V01201718
33	LEG 3/06 model 'improvements' defects exclusion	IRDAN152RP0164V02201718/A0193V01201718
34	LEG 2/96 Model “Consequences “Defects Wording Add-On under Kotak Contractor's All Risks Insurance	IRDAN152RP0164V02201718/A0194V01201718

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