

BOILER AND PRESSURE PLANT INSURANCE

PROSPECTUS (RETAIL)

Introduction:

This Policy basically covers loss or damage (Other than by Fire) to insured Boiler or Pressure Plant caused to it, by its own explosion or collapse during the course of its working. The cover can be taken in respect of Boilers and Pressure Plants installed/erected in one place after successful testing.

All types of Boilers or Vessels, be it fired or unfired can be covered. Accordingly, Coal or Oil fired Boilers, Bagasse fired Boilers, Combined fire tube and water tube boilers, Recovery Boilers, Waste heat Boilers, Gas fired Boilers, and Unfired Vessels etc. can be covered under this policy.

Here, for this purpose, the word 'Boiler' means, any fired but closed vessel in which the steam is generated under Pressure. 'Pressure Plant', means an unfired but closed vessel under Steam or Fluid Pressure.

The word 'Explosion' means sudden and violent tearing apart of its own body/structure, while the word 'Collapse' means, sudden distortion/caving-in of its own structure, generally due to external pressure.

Scope of the Policy:

The policy covers Sudden and Unforeseen damages (Other than by Fire) to Boilers or Vessels due to its own explosion or collapse occurring during the ordinary course of its working.

This is a location specific policy meaning the Boilers are covered only whilst the Boilers are erected/installed & working within the insured location.

Main Exclusions:

The policy will not pay for loss occurring due to/Caused by or attributable to,

- Fire and Allied Perils including Natural calamities such as Flood, Storm, Earthquake etc.
- War and Allied Perils-War like operation, Riot & Strike, Act of foreign enemy, malicious damage.
- Nuclear Activity/Materials-Nuclear reaction, nuclear radiation, radioactive contamination.
- Loss or damage resulting from overload experiments, abnormal working conditions.
- Gradually developing defects, Cracks, Wear and Tear.
- Failure of joints in steam or feed pipes, Damage due to bulging or deformation unless the same results in explosion
- Consequential loss
- Gross Negligence or Wilful Negligence of insured or insured's representative
- Excess which means the First part of claim that has to be borne by the Insured
- Liability assumed by agreement which would not have been there otherwise.
- Loss or damage for which the manufacturer or supplier is responsible

For complete list of exclusions, refer the Policy Schedule/Wording

Warranties:

The cover provided is subject to warranty stated here below.

- Boilers and Pressure Plants are inspected as per statutory requirement and if No Statutory requirements is applicable, then by independent competent inspector every year.
- Attendants operating the Boilers or Pressure Plant shall have valid Certificate of Competency as per Act.
- Insured shall operate the Boiler or Pressure Plant subject to permission under law and as per conditions therein only.

Sum Insured:

Sum insured for which the Boiler or Pressure Plant is insured shall represent 'Current New Replacement Value' that should represent the cost of replacing by the New, but identical machinery of the same type, same capacity and same technical specification. The same shall also include customs duty, octroi, transportation cost, erection cost (all expenses incurred till the time of erection & commercial use) etc.

Basis of Indemnity/Payment of Loss:

In the event of any loss or damage the claim will be paid as under.

- Partial Loss - Cost of spare parts and repair costs will be paid for. However, depreciation will be deducted for parts which have limited life. Additional costs such as dismantling cost, transportation, customs duty, erection costs etc. are also paid, to the extent the same are included in the Sum Insured. However, any extra charges incurred for overtime, night-work, work on public holidays, express freight, Air freight are paid only if specifically agreed to, in writing on payment of additional premium.
- Total Loss - In the event of Total loss, the company will pay the Market Value of the Boiler/Pressure Plant after accounting for due depreciation based on usage or service given.

However, it is to be noted that, if the actual Sum Insured is less than Current New Replacement Value at the time of loss, then the company will pay the loss after accounting for Under-insurance in the same ratio. (Actual Sum Insured/Current New Replacement Value * Assessed Loss)

Additional Covers/ Endorsements:

The following Additional covers are available which may be taken by Insured based on individual exposure through payment of additional Premium.

1. Escalation

To ensure that, there is no Under-Insurance at any point of time during the currency of Policy.
UIN: IRDAN152RP0004V02201718/A0005V01201718

2. Extra charges for Express Freight, Overtime and Holiday Wages

Incase if the damaged machineries are required to be repaired urgently by incurring these expenses.
UIN: IRDAN152RP0004V02201718/A0006V01201718

3. **Air Freight**
In case, any spare parts are urgently required to be brought through air which necessitates payment of additional amount.
UIN: IRDAN152RP0004V02201718/A0007V01201718
4. **Additional Customs Duty**
To cover for additional Customs Duty payable in respect of import of any spare part (as compared to customs duty paid for entire machinery earlier)
UIN: IRDAN152RP0004V02201718/A0010V01201718
5. **Third Party Injury/Death or Damage**
Compensation payable to Third Parties for injury/death or property damage arising out of indemnifiable damage to insured Boiler/Pressure Plant. However, any injury or death of workmen including apprentice are not covered. This risk can be covered under Employee Compensation Policy.
UIN: IRDAN152RP0004V02201718/A0009V01201718
6. **Owners Surrounding Property**
Damage to property owned or held in trust by insured arising out of indemnifiable damage to insured Boiler/Pressure Plant.
UIN: IRDAN152RP0004V02201718/A0008V01201718
7. **Floater Cover**
Under this, the loss or damage happening to insured machinery or equipment is paid for, even if such loss or damage happens outside the insured location. However, the perils covered/scope of the policy remains unaltered.
UIN: IRDAN152RP0004V02201718/A0011V01201718
8. **Waiver of Betterment**
In the event of loss or damage to insured item requiring replacement of parts, the company will allow the replacement of next higher version or technically superior part if the part which has suffered damage is not available any more in view of technological advancement.
UIN: IRDAN152RP0004V02201718/A0012V01201718
9. **Omission to Insure additions, alterations**
In case of loss or damage to any new equipment or machinery that is not specifically informed or declared to the company, the company shall consider payment of claim in respect of such machinery/equipment subject to maximum limit of 5% of sum insured mentioned in the policy schedule
UIN: IRDAN152RP0004V02201718/A0013V01201718
10. **Non Vitiating Clause / Multiple Insured Clause**
In policies, where there are more than one insureds, the actions or inactions (other than fraud) of any one of them will not prejudice rights of other insureds to stake a claim against the company.
11. **Omission to Insure/ Inadvertent Omission**
In case of loss or damage to any equipment or machinery that is not specifically informed or declared to the company or for which the insured is responsible, the company shall consider payment of claim in respect of such machinery/equipment, subject to maximum limit of 5% or 10% of sum insured as may be specifically mentioned in the policy schedule.
UIN: IRDAN152RP0004V02201718/A0014V01201718

12. Professional Fee

Under this, subject to prior approval from the company, the additional expenses incurred for Professional advice of Architects, Engineers, Surveyors, etc. are paid for.

UIN: IRDAN152RP0004V02201718/A0015V01201718

13. Claims Preparation Cost

Under this, subject to prior approval from the company, the expenses incurred in preparing detailed bill, estimate, and Proforma invoice or for obtaining documents in support of cause of claim or quantum of the claim, is paid for.

UIN: IRDAN152RP0004V02201718/A0016V01201718

14. Cover for mobile and portable equipment outside the premises

Under this, the scope of the policy stands extended to include even such equipments/ machineries/ instruments which are mobile or portable in nature. The loss or damage occurring outside the insured location also stands covered subject to territorial limits as mentioned in the policy, however the perils or nature of damage remaining the same as in original policy or schedule.

UIN: IRDAN152RP0004V02201718/A0017V01201718

15. Parts Undamaged Clause

Under this subject to prior approval from the company, the insured is indemnified even in respect of replacement of parts which are undamaged if such replacement is essential to prevent the recurrence of loss and by such replacement there is no technological improvement in terms of functioning, capacity etc.

UIN: IRDAN152RP0004V02201718/A0018V01201718

16. Claims Investigation Cost

Under this, subject to prior approval from the company, the expenses incurred by the insured in investigating & ascertaining the nature, cause or exact location of loss is also, paid for.

UIN: IRDAN152RP0004V02201718/A0019V01201718

Policy Excess:

This is the first part of the claim which will have to borne by the insured or deducted in the claim amount.

Conditions:

The following conditions should be complied with, by the Insured.

- The insured shall comply with any special condition such as Maintenance of the machinery etc., as may be mentioned in the Printed Policy wording or Policy schedule.
- In the event of change in ownership of machinery by sale (other than through will or law), the same needs to be informed to the insurance company for necessary approval
- At the time of claim if there are more than one policy covering the same machine, then the claim will paid in the ratio of Sum Insured by respective Insurance Companies except in case multiple policies involving bank or other lending or financing entity as mentioned under Clause 19 of the Policy wordings.
- The Pressure or load at safety valve of any item shall NOT exceed the maximum pressure specified

- In case of change in fuel for Boiler other than for which it is designed, the company shall be informed and endorsement be obtained.
- Any special condition or warranties specifically mentioned in Policy Schedule (apart from what is stated in Printed policy wording) shall be complied with.
- Insured shall fully observe the Manufacturer's instructions and also all conditions as in applicable Statute.
- In the event of any material change in risk, the insurance company shall be informed forthwith
- In the event of any claim, the Insured shall inform the Insurance Company forthwith and take all reasonable steps to safeguard the damaged item. Insured shall also furnish the detailed estimate of loss and proof w.r.t to cause of loss immediately.

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 the term of the policy is upto one year and 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.

Claims Process:

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 reasonable steps within his power to minimise the extent of the loss or damage or liability;
- c) Preserve the damage or defective parts and make them available for inspection by an official or surveyor of the Company;
- d) Furnish all such information and documentary evidence as the Company may require.

The Company shall not be liable for any loss or damage of which notice and completed form have not been received by the Company within Fourteen days of its occurrence.

Obligations of the Insured:

- a) The Insured shall take all reasonable steps to maintain the insured property in efficient working order and to ensure that no item is habitually or intentionally overloaded. The Insured shall fully observe the manufacturer's Instructions for operating inspection and overhaul, as well as Government statutory municipal and all other binding regulations including the rules under the Indian Boilers Act in force concerning the operation and maintenance of the insured Boilers and Pressure Plants.
- b) The Company's officials shall at all reasonable times have the right to inspect and examine any Boiler and Pressure Plant or any property insured hereunder and the Insured shall provide the officials of the Company with all details and information necessary for the assessment of the risk. The Company shall provide the Insured with a copy of the Inspecting official's report, which shall however be treated as strictly confidential both by the Insured and the Company. Whenever arrangements have been made for a 'Thorough Inspection' of Boiler or Pressure Plant the Insured shall cause the Boiler or Pressure

Plant to be stopped, emptied and properly cleaned inside and outside and rendered accessible in every part, so far as its construction will allow.

- c) In the event of any
- i. Material change in the original risk
 - ii. Alteration, modification or addition to an insured item
 - iii. Departure from prescribed operating conditions whereby the risk of loss or damage increases
 - iv. Changes in the Insured's interest (such as discontinuation of liquidation of the businesses or business or being placed in receivership) taking place, the Policy shall be void unless its continuance be agreed by endorsement signed by the Company

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/ 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 Ombudsman: www.cioins.co.in/Ombudsman

NOTE:

For detailed Coverage, Exclusions, Conditions etc., it is recommended to go through the Specimen copy of the Policy Wording which can be collected from any of our branch or downloaded from company web site.

STATUTORY WARNING - PROHIBITION OF REBATES (Under Section 41 of Insurance Act 1938)

- 1) No person shall allow or offer to allow, either directly or indirectly as an inducement to any person to take out or renew or continue an insurance in respect of any kind of risk relating to lives or property, in India, any rebate of the whole or part of the commission payable or any rebate of the premium shown on the Policy, nor shall any person taking out or renewing or continuing a Policy accept any rebate, except such rebate as may be allowed in accordance with the published prospectuses or tables of the Insurer.
- 2) Any person making default in complying with the provisions of this section shall be liable for a penalty which may extend to ten lakh rupees.