

ERECTION ALL RISKS INSURANCE ENDORSEMENTS/ADDITIONAL COVERS

1) Cover for Loss or Damage due to Strike, Riot and Civil Commotion (SRCC) (EAR- 59)

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, this Policy shall be extended to cover loss or damage due to strike, riot and civil commotion which for the purpose of this Endorsement shall mean (subject always to the Special Conditions hereinafter contained) loss of or damage to the property insured directly caused by

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

Provided that it is hereby further expressly agreed and declared that

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

Special Conditions

1. This insurance shall not cover
 - a. loss or damage resulting from total or partial cessation of work or the retarding, interruption or cessation of any process or operation,
 - b. loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority,
 - c. loss or damage occasioned by permanent or temporary dispossession of any building resulting from the unlawful occupation by any person of such building,
 - d. consequential loss or liability of any kind or description, any payments over and above the indemnity for the material damage as provided herein.

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

2. This insurance shall not cover any loss or damage occasioned by or through or in consequence, directly or indirectly, of any of the following occurrences, namely
 - a. war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war,
 - b. mutiny, civil commotion assuming the proportion of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power,
 - c. any act of any person acting on behalf of or in connection with any organization with activities directed toward the overthrow by force of the government de jure or de facto or to the influencing of it by terrorism or violence

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

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

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

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

Limit of indemnity: any one occurrence

Deductible: any one occurrence

Extra premium:

2) Strike, Riot, Civil Commotion (EAR- 60)

Notwithstanding anything to the contrary and subject to the terms, exclusions, provisions and conditions contained in the Policy It is agreed that the word "civil commotion" is removed from the under General Exclusions Sub Paragraph (a) of the policy and the following two subpoints have been included under General Exclusion (a)

- I. This Policy does not cover any loss, damage or liability occasioned by or through or in consequence, directly or indirectly, of popular uprising, and civil commotion assuming the proportions of or amounting to a popular uprising.
- II. This Endorsement may be terminated by Insurers on giving a 14 day written notice to the Insured, in which case the Insurers shall be liable to repay an appropriate proportion of the Premium for this Endorsement for the unexpired term from the date of termination.

3) Maintenance Visits Cover (EAR 61)

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, this insurance shall be extended for the maintenance period specified hereunder to 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.

Maintenance cover from to

Extra Premium

4) Visits Maintenance (EAR 62)

Notwithstanding anything to the contrary and subject to the terms, exclusions, provisions and conditions contained in the herewith

This Policy does not cover loss or damage to Insured Property, occurring or arising during the Maintenance Period, except when insured Loss is caused by an insured Contractor in the course of any operations carried out by him for the purpose of complying with his obligations under the defects liability clauses of the Contract.

However, the cover provided by this Section shall not include loss or damage caused by or arising out of actions or omissions of an insured Contractor in connection with training, supervision, instruction or normal upkeep and plant management duties during the operation of the Business of the Principal.

5) Extended Maintenance Cover (EAR 63)

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, this insurance shall be extended for the maintenance period specified hereunder to cover loss 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,

— occurring during the maintenance period provided such loss or damage was caused on the site during the erection period before the certificate of completion for the lost or damaged section was issued

Maintenance cover from to
Extra Premium

6) Special Conditions Concerning the Construction and/or Erection Time Schedule (EAR 64)

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

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

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

7) Works Time Schedule (EAR 65)

Notwithstanding anything to the contrary and subject to the terms, exclusions, provisions and conditions contained in the herewith It is agreed that in Section 1:

Insurers will not indemnify the Insured in respect of loss or damage caused by or increased as a consequence of any deviation, in respect of the Project or any part thereof, from the time schedule stated below if such deviation is in excess of the period stated below.

Time schedule reference:
Deviation: weeks

8) Cover of Extra Charges for Overtime, Night Work, Work on Public Holidays, Express Freight (EAR 66)

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, this insurance shall be extended to cover extra charges for overtime, night work, work on public holidays and express freight (excluding airfreight).

Provided always that such extra 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/are 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.

Extra Premium

9) Cover of Extra Charges for Airfreight (EAR 67)

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, this insurance shall be extended to cover extra charges for airfreight.

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

Provided further that the amount payable under this Endorsement in respect of airfreight shall not exceedduring the period of insurance

Deductible: 20% of the indemnifiable extra charges, minimumany one occurrence.

Extra Premium

10) Air Freight Expenses (EAR 68)

Notwithstanding anything to the contrary and subject to the terms, exclusions, provisions and conditions contained in the herewith It is agreed that Section 1 is extended to indemnify the Insured up to the Sum Insured stated below in respect of the additional costs for airfreight, provided that such costs are necessarily and reasonably incurred by the Insured for the purpose of preventing or minimizing any delay in completion of the Project solely due to Loss indemnified under Section 1.

Sum Insured each and every Loss and in the aggregate for the Policy Period:

11) Warranty Concerning Structures in Earthquake Zones (EAR 69)

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

12) Structures in Earthquake Zones (EAR 70)

Notwithstanding anything to the contrary and subject to the terms, exclusions, provisions and conditions contained in the herewith It is agreed that in Section 1, the

Insurers will not indemnify the Insured in respect of loss or damage resulting from earthquake unless the Insured Property conforms with the relevant Earthquake Building Code.

13) Exclusion of Loss, Damage or Liability Due to Earthquake (EAR 71)

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers shall not indemnify the Insured for loss, damage or liability directly or indirectly caused by or resulting from earthquake.

14) Exclusion of Earthquake, Volcanic Activity and Tsunami (EAR 72)

Notwithstanding anything to the contrary and subject to the terms, exclusions, provisions and conditions contained in the herewith It is agreed that,

This Policy does not cover any loss, damage or liability, directly or indirectly caused by or resulting from earthquake, volcanic activity or tsunami.

15) Exclusion of Loss, Damage or Liability Due to Flood and Inundation (EAR 73)

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers shall not indemnify the Insured for loss, damage or liability directly or indirectly caused by or resulting from flood and inundation.

16) Exclusion of Loss, Damage or Liability due to Windstorm or Wind Related Water Damage (EAR 74)

It is agreed and understood that, notwithstanding the terms, exclusions, provisions and conditions of the Policy or any Endorsements agreed upon, the Insurers shall not indemnify the Insured for loss or damage or liability directly or indirectly caused by or resulting from windstorm equal to or exceeding grade 8 on the Beaufort Scale (mean windspeed exceeding 62 km/h) or any water damage occurring in connection with or as a consequence of such windstorm.

17) Property in Off-Site Storage (EAR 75)

It is agreed and understood that, notwithstanding the terms, exclusions, provisions and conditions of the Policy or any Endorsements agreed upon and subject to the Insured having paid the agreed extra premium, Section I of the Policy shall be extended to cover loss of or damage to property insured (except property being manufactured, processed or stored at the manufacturer's, distributor's or supplier's premises) in offsite storage within the territorial limits as stated below.

The Insurers will not indemnify the Insured for loss or damage caused by the neglect of generally accepted loss prevention measures for warehouses or storage units. Such measures include, in particular:

- ensuring that the storage area is enclosed (either a building or at least fenced-in), guarded, protected against fire, as appropriate for the particular location or type of property stored;
- separating the storage units by fire-proof walls or by a distance of at least 50 metres;
- positioning and designing the storage units in such a way as to prevent damage by accumulating water or flooding due to rainfall or by a flood with a statistical return period of less than 20 years;

— limiting the value per storage unit.

Territorial limits of:

Maximum value per storage unit:

Limit of indemnity (any one occurrence):

Deductible: % of loss amount minimum any one occurrence

Extra Premium

18) Cofferdam (EAR 76)

Notwithstanding anything to the contrary and subject to the terms, exclusions, provisions and conditions contained in the herewith It is agreed that:

Insurers will not indemnify the Insured in respect of any loss or damage arising directly or indirectly from the overtopping of a cofferdam caused by a flood with a return period of less than the period stated below.

The burden will be on the Insured to demonstrate that this exclusion shall not apply.

Return period:years.

19) Microorganisms (EAR 77)

Notwithstanding anything to the contrary and subject to the terms, exclusions, provisions and conditions contained in the herewith It is agreed that,

Insurers will not indemnify the Insured in respect of:

- (a) loss or damage, arising out of, resulting from, caused by, contributed to, or in any way related to the existence, inhalation or exposure to any fungus/fungi and or spore(s);
- (b) any cost or expenses associated in any way, or arising out of the abatement, mitigation, remediation, containment, detoxification, neutralisation, monitoring, removal, disposal, or any obligation to investigate or assess the presence or effects of any fungus/fungi or spore(s);
- (c) any obligation to share with or repay any person, organisation or entity, related in any way to items (a) and (b) above, regardless of any other cause, event, material, product and/or building component that contributed concurrently or in any sequence to the injury or damage.

For purposes of this Exclusion fungus/fungi includes, but is not limited to, any form or type of mould, mildew, mushroom, yeast, or biocontaminant and spore(s) includes, but is not limited to, any substance produced by, emanating from, or arising out of any fungus/fungi.

20) Directional Drilling (EAR 78)

Notwithstanding anything to the contrary and subject to the terms, exclusions, provisions and conditions contained in the herewith It is agreed that:

- (a) The Insurers will indemnify the Insured for Loss to Insured Property arising directly or indirectly from horizontal directional drilling and/or directional drilling operations and/or trenchless pipe installations, hereinafter called Directional Drilling Operations, always provided all items of such Directional Drilling Operations shall be stated below and any not mentioned items shall not be covered.
- (b) Insurers shall not indemnify the Insured for:
 - (i) any loss or damage unless a geotechnical survey as required according to best practice standards has been carried out prior to commencement of Directional Drilling Operations;
 - (ii) any loss or damage directly or indirectly due to corrections and/or re-routing as a result of deviations from the intended course;
 - (iii) loss of drilling fluid;
 - (iv) all costs rendered necessary by modification of construction methods including but not limited to change of drilling head, reamer, tool, equipment or drilling fluid.
- (c) In the event of Loss the indemnifiable amount is limited, in respect of the Directional Drilling Operation where the Loss has occurred, to the Sum Insured stated below, reduced for that portion of works which has not been carried out yet. Such Sum Insured shall represent the value of the Directional Drilling Operation as included in the Sum Insured stated in the Schedule.
- (d) The Deductible applicable is stated below.

Location and length of Directional Drilling Operation	Sum Insured	Deductible each and every Loss

21) Fire Protection at Semiconductor Plant Projects (EAR 79)

Notwithstanding anything to the contrary and subject to the terms, exclusions, provisions and conditions contained in the herewith It is agreed that,

Insurers will not indemnify the Insured in respect of loss or damage arising directly or indirectly from fire, smoke and/or explosion where any of the following requirements has not been fulfilled before installation of the first semiconductor (i.e. wafer and/or LCD) manufacturing/processing tool in the clean room:

- (a) The entire fire fighting system (including but not limited to sprinklers, hydrants, standpipes) shall be activated and an adequate water supply maintained. No subsequent disablement or disarming of the fire protection system, in parts or as a whole, shall be undertaken without prior written notice to the Insurers.

- (b) Proprietary smoke detection systems, such as VESDA (Very Early Smoke Detection and Alarming) and/or HSSD (High Sensitivity Smoke Detection) shall be installed at least in the RAP (Return Air Plenum) area, tested and activated. Alarm station for smoke detection and sprinkler flow alarms shall be tested and activated. Two security staff shall be in 24-hour attendance with the capability to mobilise emergency response team effectively at all times. A written procedure shall exist for staff to contact local fire brigade immediately upon receipt of alarm.
- (c) Formal control procedures encompassing Contractor fire training, Contractor access to the plant, and hot work permit procedures shall be developed and implemented by the Insured. All Contractors entering the clean room area must have received a safety and emergency response training and be given clear identification for clean room access control.
- (d) Once testing of semiconductor manufacturing/processing tools (i.e. when gas, chemicals and/or electricity are supplied to any such tool), an ERT (Emergency Response Team), consisting of Principal's and/or Contractors' trained staff, shall be on the Project Site at all times. The ERT shall consist of no fewer than 8 people per shift in the clean room.
Security staff at the control centre must be able to mobilize the ERT at all times.
- (e) Portable CO2 extinguishers must be available and ready for use on any equipment with potential fire hazard (i.e. equipment marked with red safety tag) within 30 seconds, including the time required for locating them. Solvents and packing materials stored in the clean room shall be limited to 1-day usage.
- (f) Exhaust pipes shall be made of stainless steel and/or comply with FM4910 and/or FM4922 standards. Wet benches (if present) containing flammable and/or combustible liquids must be constructed of stainless steel and/or FM4910 compliant material and be equipped with internal CO2 extinguishers. Pipeworks for flammable liquid and/or gas shall meet relevant FM (Factory Mutual) and/or SEMI (Semiconductor Equipment & Material International) safety requirements.
- (g) All Contractors and operators at the Project Site shall be familiar with the emergency response procedure which shall include but not be limited to knowing the location of the closest portable CO2 extinguisher and the emergency telephone number. This shall be verified by Principal's random check records conducted during Principal's routine plant surveys by its safety personnel and submitted to Insurers on monthly basis.

22) Handover of Semiconductor Plant Projects (EAR 80)

Notwithstanding anything to the contrary and subject to the terms, exclusions, provisions and conditions contained in the herewith It is agreed that the following special conditions have been included under the policy with regards to the handover of Semiconductor Plant & related projects:

- (a) The Principal shall take over a building once its occupancy permit has been obtained, but no later than when the testing of semiconductor manufacturing/processing tools begins (i.e. when gas, chemicals and/or electricity are supplied to any semiconductor manufacturing/processing tool).
- (b) The Principal shall take over all facilities such as air conditioning, fire fighting system, etc. upon the completion of all testing of the particular facility but no later than when the testing of semiconductor manufacturing/processing tools begins.
- (c) The Principal shall take over all semiconductor manufacturing/processing tools once they have been tested but no later than 90 days since any such tool has been moved into the clean room. This shall be verified by an equipment handover record with details of move-in date of all semiconductor manufacturing/processing tools whose value exceed the amount specified below and provided to Insurers on a bi-monthly basis. Insurers shall

Add on Covers to Erection All Risks Insurance | UIN - IRDAN152CP0009V02201920

Page 8 of 41

Zurich Kotak General Insurance Company (India) Limited (Formerly known as Kotak Mahindra General Insurance Company Limited) CIN: U66000MH2014PLC260291. IRDAI Reg. No. 152. Registered & Corporate Office: 401, 4th Floor, Silver Metropolis, Jai Coach Compound, Off Western Express Highway, Goregaon (East), Mumbai- 400063. Maharashtra, India.

not indemnify the Insured for any loss of or damage to equipment for which no such handover record has been provided unless:

- (i) at the time of Loss the period since the original scheduled move-in date of such tools has not exceeded 90 days; and
- (ii) at the time of Loss the equipment is neither electrically hooked up nor mechanically hooked up (i.e. there is no cable, pipe or duct connected to the equipment).

Amount applicable to condition (c) above:

23) Storage Tanks (EAR 81)

Notwithstanding anything to the contrary and subject to the terms, exclusions, provisions and conditions contained in the herewith It is agreed that the,

Insurers will not indemnify the Insured in respect of:

- (a) loss of or damage to storage tanks caused by storm (including but not limited to tropical cyclone, typhoon, hurricane) where the Insured has not taken adequate temporary safety measures during the erection phase to ensure that the tank withstands a wind speed corresponding to a return period of not less than 20 years during its erection period; and
- (b) loss of or damage to any storage tank in excess of the number of storage tanks stated below.

The burden will be on the Insured to demonstrate that exclusion (a) shall not apply.

Number of storage tanks:

24) Restoration of Equipment (EAR 82)

Notwithstanding anything to the contrary and subject to the terms, exclusions, provisions and conditions contained in the herewith It is agreed that under Section 1:

In case of Loss due to contamination of Insured Property (by smoke, water, or dust) as a result of an indemnifiable loss under the policy, all affected items which can be restored shall be restored by the Restoring Company as specified by the loss assessor. The restorability of the affected items is to be decided by the Restoring Company and this decision is binding for both the parties.

25) Risk Surveys (EAR 83)

Notwithstanding anything to the contrary and subject to the terms, exclusions, provisions and conditions contained in the Policy It is agreed that:

The Insured shall fully cooperate with the Insurers and their appointed surveyor in the development and implementation of a risk survey plan. The Insured shall review recommendations made by the Insurer or their appointed surveyor and advise on implementation of such recommendations.

26) Underground Facilities (EAR 84)

Notwithstanding anything to the contrary and subject to the terms, exclusions, provisions and conditions contained in the Policy It is agreed that in Section 2 :

Insurers will not indemnify the Insured in respect of liability due to or arising from:

- (a) damage to underground pipe or cable services or other underground property or facilities, hereafter termed Underground Facilities, unless the Insured:
 - (i) prior to the commencement of such work, has obtained from the Public or Local Authorities involved and/or from the owners of the ground and/or of the Underground Facilities, a plan showing the precise route across, or position within the Project Site of Underground Facilities and the depth at which they were laid or built; and
 - (ii) verifies their route and/or position and depth by using contemporary detection equipment; and
 - (iii) uses adequate machinery and tools to avoid any damage when working close to the anticipated route or position of Underground Facilities;
- (b) any consequential loss arising out of damage to Underground Facilities.

27) Pipelines, Conduits and Cables (EAR 85)

Notwithstanding anything to the contrary and subject to the terms, exclusions, provisions and conditions contained in the Policy, It is agreed that the following will be applicable with respect to Pipelines, Conduits & Cables in Section 1 of the policy:

- (a) Insurers will not indemnify the Insured for loss or damage directly or indirectly caused by rain, inundation or flood to pipes, conduits and cables laid in trenches where any of the following requirements have not been fulfilled:
 - (i) as soon as practicable, pipes or conduits have been secured against displacement and trench has been backfilled;
 - (ii) the open ends of pipes and conduits are provisionally plugged to guard against the ingress of water, mud and detritus during any interruption of laying operations and in the event of imminent danger from flooding.
- (b) In respect of Loss to open trenches and pipes, conduits or cables laid therein, caused directly or indirectly by rain, inundation or flood, Insurers liability shall be limited in respect of the aggregate length of open trenches at any one time as stated below.

Should the length of all open trenches at the time of the Loss be in excess of the aggregate length limit stated below then the indemnity shall be reduced by the percentage which that limit bears to the total length of all open trenches at the time of the Loss.

Open trench shall mean a partially or totally excavated trench, including a trench in which a pipe, conduit or cable has been laid but not fully backfilled to the level of the adjoining ground and finally compacted.

Aggregate length limit of open trenches: metres.

28) Guarantee Maintenance (EAR 86)

Notwithstanding anything to the contrary and subject to the terms, exclusions, provisions and conditions contained in the Policy, It is agreed that in Section 1:

does not cover loss or damage to Insured Property, occurring or arising during the Maintenance Period, except when insured Loss is:

- (a) arising from a cause occurring prior to the commencement of the Maintenance Period; or
- (b) caused by an insured Contractor in the course of any operations carried out by him for the purpose of complying with his obligations under the defects liability clauses of the Contract.

However, the cover provided by this Endorsement shall not include loss or damage caused by or arising out of actions or omissions of an insured Contractor in connection with training, supervision, instruction or normal upkeep and plant management duties during the operation of the Business of the Principal.

29) Partial Operation (EAR 87)

Notwithstanding anything to the contrary and subject to the terms, exclusions, provisions and conditions contained in the Policy, this policy will cover indemnifiable losses related to the portions of Insured Property stated below:

- (a) such portions shall be in Partial Operation (after Hot Testing and Commissioning, if any, has been completed) as from the Inception Date stated below and until the Termination Date of the Construction Period; and
- (b) such Partial Operation shall be covered under the Policy; and
- (c) for such portions the Maintenance Period shall begin at the Termination Date of the Construction Period; and
- (d) during the Partial Operation Period the Deductible stated below shall apply in respect of Loss insured under Section 1, Material Damage provided such Loss is caused by or arising from perils other than storm, tempest, hurricane, cyclone, flood, water damage, subsidence, landslip, avalanche, earthquake, volcanic activity and tsunامي.

For the purpose of this Endorsement Partial Operation shall mean that the portion of Insured Property has been taken into use under the responsibility of the Contractor but not handed over to the Principal yet.

Portion of Insured Property	Inception Date of Partial Operation Period	Deductible each and every Loss Currency:

30) Auditor's Fees (EAR 88)

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 insurance shall be extended to indemnify the Insured up to the Sum Insured stated below in respect of the reasonable fees payable by the Principal to their auditors for producing and certifying any particulars or details contained in the Insured's books of account or other documents, or such other proofs, information or evidence as may be required by Insurers.

Aggregate Sum Insured for the Period of Insurance.

31) Fire Fighting Facilities (EAR 89)

Notwithstanding anything to the contrary and subject to the terms, exclusions, provisions and conditions contained in the Policy, It is agreed that the Insurers will not indemnify the Insured in respect of loss or damage arising directly or indirectly from fire at the Project Site, including all storage areas belonging to the Project Site if any, where any of the following requirements have not been fulfilled:

(A) In general:

- (a) draw up, prior to the start of any storage or construction activity at the Project Site, a Site Fire Safety Plan, which shall include details of the personnel, organisation and responsibilities, and the general arrangements for fire prevention, fire detection, and fire fighting;
- (b) review and adjust such plan at regular intervals and whenever major changes occur at the Project Site;
- (c) observe the local law and regulations regarding fire safety.

(B) In particular:

- (a) ensure that, at an early date, all personnel is aware of the contents of the Site Fire Safety Plan and receives training in the use of the fire extinguishing facilities;
- (b) ensure that water supplies to or at the Project Site for fire fighting purposes are available at the required pressure and volume;
- (c) ensure that fire extinguishers (water, foam and carbon dioxide) are distributed in adequate numbers and appropriately positioned;
- (d) ensure that a procedure for calling the fire brigade is established, together with the maintenance of reasonable site access for it and operating facilities;
- (e) ensure that a No Smoking policy on the Project Site is enforced, other than in a specially designated and protected area;
- (f) ensure that a permit-to-work system is adopted and special fire precautions are taken whenever hot work (i.e. work involving the application of heat, the use of gas cylinders, tar boilers, or similar equipment) is to be undertaken;
- (g) ensure that action be taken to maintain site cleanliness and regular disposal of waste;
- (h) ensure that sound security arrangements are in place at night, on weekends, and during holiday periods;
- (i) ensure that, at least once every three months, measures are taken to check that all fire fighting facilities are in a fully serviceable condition, and that all employees observe the requirements of the Site Fire

Safety Plan;

- (j) ensure that proper administrative systems and records are kept regarding all aspects

32)Special Conditions Concerning Fire-Fighting Facilities (EAR 90)

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:

1. Adequate fire-fighting equipment and extinguishing agents of sufficient capacity must always be available at the site and ready for immediate use.
2. A sufficient number of workmen must be fully trained in the use of such equipment and must be available for immediate intervention at all times.
3. If storage of material for the construction or erection of the contract works is necessary, storage must be subdivided into storage units not exceeding the equivalent value of per storage unit. The individual storage units must either be at least 50 m apart or separated by fire-proof walls.
All inflammable material (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.
4. Welding, soldering or the use of an open flame in the vicinity of combustible material is only permitted if at least one workman suitably equipped with extinguishers and well trained in fire-fighting is present.
5. At the beginning of testing all fire-fighting facilities designed for the operation of the plant must be installed and serviceable.

33)Roads (EAR 91)

Notwithstanding anything to the contrary and subject to the terms, exclusions, provisions and conditions contained in the Policy It is agreed that in Section I :

In respect of Loss to portions of not completed road caused directly or indirectly by rain, inundation or flood, Insurers liability shall be limited in respect of the aggregate length of the portions of not completed road at any one time as stated below.

Should the length of all portions of not completed road at the time of the Loss be in excess of the aggregate length limit stated below or as per sectional warranty, then the indemnity shall be reduced by the percentage which that limit bears to the total length of all portions of not completed road at the time of the Loss.

A road portion is deemed to be not completed until the asphalt or concrete course has been laid. It is understood that road shall include all types of roads including but not limited to motorways and highways.

Aggregate length limit of the portions of not completed road:..... metres.

34) Ground Water Pumping (EAR 92)

Notwithstanding anything to the contrary and subject to the terms, exclusions, provisions and conditions contained in the Policy, It is agreed that the Insurers will not indemnify the Insured in respect of:

- (a) any loss or damage arising directly or indirectly from breakdown of any groundwater pumping system unless standby pumping facilities, equivalent to at least the capacity of the largest operating pump, are installed and ready for immediate use prior to the commencement of the pumping operations; and
- (b) any costs or expenses incurred in respect of groundwater pumping operations.

35) Underground Construction (EAR 93)

Notwithstanding anything to the contrary and subject to the terms, exclusions, provisions and conditions contained in the Policy, It is agreed that the Insurers will not indemnify the Insured in respect of any loss or damage to tunnels, shafts, caverns and similar underground construction, hereinafter called Underground Construction, for:

- (a) the cost of removing overbreak material excavated beyond the minimum net excavation line provided in the plans, nor the cost of filling the cavities produced by such overbreak;
- (b) the costs of safety measures taken to support, reinforce, stabilise rock or soil, irrespective of whether Loss has occurred, is imminent or has not yet manifested itself;
- (c) loss of bentonite, grouting material, or other ground stabilisation fluids and/or materials;
- (d) losses incurred due to abandonment or cessation of works;
- (e) loss or damage where the Insured has failed to take all reasonable measures to prevent loss or damage in accordance with industry best practice standards;
- (f) abandonment or recovery costs of any constructional plant and equipment including tunnel boring machines.

In respect of any Loss to Underground Construction the Limit of Indemnity and Deductible stated below will apply.

Limit of Indemnity each and every Loss:
Aggregate Limit of Indemnity for the Period of Insurance:
Deductible each and every Loss:

36) Piling (EAR 94)

Notwithstanding anything to the contrary and subject to the terms, exclusions, provisions and conditions contained in the Policy, It is agreed that the Insurers will not indemnify the Insured in respect of:

- (a) any loss or damage arising directly or indirectly to foundation piles and/or casings and/or sheet pile constructions which are:
 - (i) misplaced and/or misaligned;
 - (ii) lost during driving and/or extraction;

- (iii) the subject of individual or block disconnection or declutching;
- (b) the cost of repair, replacement, or rectification of piling work necessitated by leakage or infiltration of fluids or material at seams, joints, connections and/or beneath sheet pile constructions or into casings, unless such leakage or infiltration is a direct consequence of other Loss for which indemnity is provided by this Policy;
- (c) any abandoned piling work, unless such abandonment is a direct consequence of other Loss for which indemnity is provided by this Policy;
- (d) piles which have failed to pass a load test or attain the required bearing load, unless such failure is a direct consequence of other Loss for which indemnity is provided by this Policy.

37) Catalysts (EAR 95)

Notwithstanding anything to the contrary and subject to the terms, exclusions, provisions and conditions contained in the Policy It is agreed that the:

Insurers will not indemnify the Insured in respect of any change in the chemical composition of catalysts or any contamination unless such change or contamination is a direct consequence of other Loss for which indemnity is provided by this Policy.

In respect of Loss to catalysts the Limit of Indemnity stated below will apply.

Aggregate Limit of Indemnity for the Period of Insurance:

38) Cold Testing, Hot Testing and Commissioning (EAR 96)

Notwithstanding anything to the contrary and subject to the terms, exclusions, provisions and conditions contained in the Policy It is agreed that in Section I, Material Damage the following is applicable with respect to hot testing and cold testing operations:

For the purpose of this Policy, Cold Testing, Hot Testing and Commissioning shall mean:

(a) Cold Testing

The checking of component parts of machinery or equipment by mechanical, electrical, hydrostatic or other forms of testing under dry run conditions to ensure that the items work, but:

- (i) without firing of furnaces or application of direct or indirect heat;
- (ii) without use of feedstock or other materials for processing;
- (iii) in the case of electrical motors and electrical generating, transforming, converting or rectifying equipment, without connection to a grid or other load circuit.

(b) Hot Testing

The checking of component parts of machinery or equipment under load or operational conditions:

- (i) including use of feedstock or other materials for processing or other media to simulate working conditions;
- (ii) in the case of electrical motors and electrical generating, transforming, converting or rectifying equipment, including connection to a grid or other load circuit.

(c) Commissioning

The operation of machinery or equipment under production conditions for the purpose of attaining specification requirements and/or for training operational staff:

- (i) including use of feedstock or other materials for processing;
- (ii) in the case of electrical motors and electrical generating, transforming, converting or rectifying equipment, including connection to a grid or other load circuit.

39) Normal Action of the Sea (EAR 97)

Notwithstanding anything to the contrary and subject to the terms, exclusions, provisions and conditions contained in the Policy It is agreed that the :

Insurers will not indemnify the Insured in respect of any loss or damage totally or partially resulting from adverse sea conditions unless according to the records available the return period of such sea conditions at the Project Site is higher than the return period stated below.

Sea conditions shall mean waves caused by storm including but not limited to tropical cyclone, typhoon, hurricane. The parameter to be used shall be recorded heights of the significant wave measured by the observation station(s) stated below.

The burden will be on the Insured to demonstrate that this exclusion shall not apply.

Return period: years

Observation station(s):

40) Involuntary Betterment (For Second Hand Machinery) (EAR 98)

In respect of loss or damage to property covered under the Policy the insured may repair or replace with equivalent property which employs or recognizes current technology and/or Regulatory/Statutory requirement becoming operative at the time of Damage and replacement or repair with such property shall not, for the purposes of this Cover, be regarded as being better or more extensive than new.

This Cover further extends to include the replacement of undamaged property in so far as it is necessary in order to adapt the remainder of the undamaged property to operate conjunction with that property which has been Damaged and repaired or replaced.

Should the amount of loss or damage in spite of betterment be well within the Reinstatement Value the limit under the involuntary Betterment should not be triggered.

Provided that

- I. the Insurer 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 Insurer 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

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

41) Cessation of Work(EAR 99)

Notwithstanding anything stated to the contrary the policy is extended to cover loss or damage by a cause not otherwise excluded, happening during the cessation of work subject to immediate intimation to the insurer and payment of additional premium if any provided the period of cessation does not extend beyond weeks.

42) Third Party Liability Cover with Cross Liability required during Maintenance period (EAR 100)

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 premium, the Third Party Liability cover of the Policy stands extended during maintenance period also and shall apply to the insured parties named in the Schedule as if a separate policy had been issued to each party, provided that the Insurers shall not indemnify the Insured under this Endorsement 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.

The Insurers 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 one event the limit of indemnity stated in the schedule.

43) Third Party Liability During Maintenance Period (EAR 101)

It is hereby agreed and understood that the Third Party Liability Clause shall be extended for the maintenance period specified in the Schedule to indemnify the Insured in respect of such sums which the Insured shall become legally liable for,

- a) Bodily Injury (including death resulting therefrom) to the third parties
- b) Loss of or damage to property belonging to third parties caused by the Insured contractor(s) whilst on the construction / erection site in the course of the maintenance operations carried out for the purpose of rectifying defects in accordance with his obligations under the maintenance provisions of the contract provided such defects are covered under section I of the policy.

44) Third Party Liability Cover During Maintenance Period (EAR 102)

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 premium, the Third Party Liability cover of the Policy stands extended during maintenance period also, provided that the Insurers shall not indemnify the Insured under this Endorsement 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.

Limit of Liability of Third Party Liability Cover during Maintenance period: As per Third Party Liability cover unless specified in the Schedule

45) Owners' surrounding property required in Maintenance period (EAR 103)

Notwithstanding anything to the contrary and subject to the terms, exclusions, provisions and conditions contained in the Policy and In consideration of payment of additional premium indemnity is provided for damage to owner's surrounding property happening during the maintenance period subject otherwise to the terms of cover under the above head in the policy, conditions and exclusions.

Limit of Liability: As per Schedule

Add on Covers to Erection All Risks Insurance | UIN - IRDAN152CP0009V02201920

Zurich Kotak General Insurance Company (India) Limited (Formerly known as Kotak Mahindra General Insurance Company Limited) CIN: U66000MH2014PLC260291. IRDAI Reg. No. 152. Registered & Corporate Office: 401, 4th Floor, Silver Metropolis, Jai Coach Compound, Off Western Express Highway, Goregaon (East), Mumbai- 400063. Maharashtra, India.

46) Dewatering Expenses (EAR 104)

Notwithstanding anything to the contrary and subject to the terms, exclusions, provisions and conditions contained in the Policy and In consideration of the payment of additional premium, it is hereby declared and agreed that the Policy covers costs and expenses necessarily and reasonably incurred for dewatering, including shafts and underground structures following an event which is not specifically excluded under the policy.

The liability of the Insurer shall not exceed the Limit as stated in the Policy Schedule.

47) Dewatering Expenses(EAR 105)

Notwithstanding anything to the contrary and subject to the terms, exclusions, provisions and conditions contained in the Policy and In consideration of the payment of additional premium, the policy covers the Costs and expenses necessarily and reasonable incurred for dewatering, including shafts and underground following an event which is not specifically excluded hereunder

48) Dewatering Expenses (EAR 106)

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 the expenses incurred towards dewatering & Slush removal from any pit/ section within the project site which are inundated partially or fully by water by insurable event to recommence project work or to render the pit/section safe.

49) Waiver of Precipitation Clause (EAR 107)

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 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 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

50) Special Conditions Concerning Safety Measures with Respect to Precipitation, Flood and Inundation (EAR 108)

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

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

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

51) Precipitation (EAR 109)

Notwithstanding anything to the contrary and subject to the terms, exclusions, provisions and conditions contained in the Policy It is agreed that the :

Insurers will not indemnify the Insured in respect of any loss or damage totally or partially resulting from precipitation unless according to data available from the meteorological service the quantity of rainfall at the Project Site is higher than the quantity corresponding to the return period stated below.

The burden will be on the Insured to demonstrate that this exclusion shall not apply.

Return period:.....years

52) Non Invalidation Clause (EAR 110)

Notwithstanding anything to the contrary and subject to the terms, exclusions, provisions and conditions contained in the Policy This insurance shall not be invalidated by any act or omission mis-description of occupancy or by any alteration where the risk of destruction or damage is increased unknown to or beyond the control of the Insured, provided that Insured shall give notice to Insurers as soon as they become aware of the situation.

53) TEMPORARY REPAIRS (EAR 111)

Notwithstanding anything to the contrary and subject to the terms, exclusions, provisions and conditions contained in the Policy, This policy covers the following costs: -

(1) the cost actually incurred by the Insured following Damage due to insured peril, in making temporary repairs to the property damaged carried out at any location other than the covered location/project site.

(2) the cost of installation, testing, supervision freight and all other additional costs reasonably incurred by the Insured following Damage to property with the consent of the Insurer to expedite repairs, or to prevent or reduce further loss insofar as such costs are not more specifically insured.

Limit as specified in the schedule.

54) TEMPORARY REPAIRS (EAR 112)

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 insurance shall be extended to cover:

1) the cost actually incurred by the Insured following Damage, in making temporary repairs to any of the property and erecting temporary buildings in place of any of the said property.

2) the cost of installation, testing, supervision freight and all other additional costs reasonably incurred by the Insured following Damage to property with the consent of the Insurer to expedite repairs, or to prevent or reduce further loss insofar as such costs are not more specifically insured.

The liability of the Insurers shall not exceed in the aggregate during the Policy Period the Sum Insured specified in the Policy Schedule.

55) TEMPORARY REPAIRS (EAR 113)

Notwithstanding anything to the contrary and subject to the terms, exclusions, provisions and conditions contained in the Policy This clause pays for the temporary repairs of the property following admissible loss so as to minimize the ultimate loss.

56) Pollutant clean up and removal (EAR 114)

It is noted and agreed that notwithstanding anything contained in this Policy to the contrary, in the event of direct physical loss or damage to the property insured hereunder arising directly from seepage and/or pollution and/or contamination, this Policy (subject otherwise to its terms, conditions, exceptions, and limitations including but not limited to any applicable deductible) extends to cover costs and expenses necessarily and reasonably incurred by the Insured for

- (1) Removing debris of the property insured hereunder destroyed or damaged from the location of the loss;
and/or
- (2) cleaning up, at the location of the loss, made necessary as a result of such direct physical loss or damage;
and/or
- (3) cleaning up and removing pollutants from land and water confined within Insured's premises

Provided that this policy does not insure against the costs of decontamination or removal of water, soil or any other substance not covered by this Policy on or under such premises.

It is a condition precedent to recovery under this extension that the Company shall have paid or agreed to pay for direct physical loss or damage to the property insured hereunder unless such payment is precluded solely by the operation of any deductible and that the Insured shall give notice to the Company of intent to claim for cost of removal of debris or cost of clean-up NO LATER THAN 12 MONTHS AFTER THE DATE OF SUCH PHYSICAL LOSS OR DAMAGE.

Provided always that the Company's liability under this extension shall not exceed the amount as per Schedule for any one occurrence and in aggregate.

However, the liability of the Company under this endorsement and this Policy shall in no case exceed the Total Sum Insured on the Policy.

It is understood and agreed that this Policy does not insure against fines, penalties, and expenses directly attributable to such fines and penalties incurred or sustained by or imposed the Insured at the order of any government agency, court or other authority arising from any cause whatsoever.

Nothing in this Endorsement shall override any radioactive contamination exclusion clause in this Policy to which this Endorsement is attached.

57) Decontamination and cost of cleanup expenses (EAR 115)

Notwithstanding anything to the contrary and subject to the terms, exclusions, provisions and conditions contained in the Policy and In consideration of the payment of additional premium, it is agreed and understood that, if the insured property is contaminated as a direct result of physical damage insured by this policy and there is in force at the time of loss any law or ordinance regulating contamination, including but not limited to the presence of pollution or hazardous material, then this policy covers as a direct result of enforcement of such law or ordinance, the increased cost of decontamination and/or removal of such contaminated insured property in a manner to satisfy such law or ordinance.

This additional coverage applies only to that part of insured property so contaminated as a direct result of insured physical damage. The company is not liable for the costs required for removing contaminated uninsured property nor the contaminant therein or thereon, whether or not contamination results from an insured event.

Limit as specified in the schedule

58) Obsolete Equipment Clause (EAR 116)

Notwithstanding anything to the contrary and subject to the terms, exclusions, provisions and conditions contained in the Policy and In consideration of the payment of additional premium, it is hereby agreed and declared that the value of Insured Property shall be determined as the cost of repairs or replacement with new, like kind and of similar quality at the time and place of loss. However, should the property be technologically obsolete or unavailable because it is no longer in production, and should the property be actually replaced by another system/ property, then the Insurer shall be liable for the replacement cost as new of equipment including connected accessories and peripherals which will at least perform substantially the same functions as the original equipment.

The Company shall not deduct towards accessories and peripherals (other than salvage value if any) rendered redundant although not damaged by the insured perils arising out of replacement by new property/ system. The liability of the Company shall not be reduced by any amount of betterment inherent in the design of such functionally equivalent equipment. However, the indemnification shall not exceed the value insured for the system/ equipment replaced.

59) Additional Cost of Construction (Time overrun/Cost overrun) (EAR 117)

Notwithstanding anything to the contrary and subject to the terms, exclusions, provisions and conditions contained in the Policy and In consideration of the payment of additional premium, it is hereby agreed and declared to provide coverage to Cost overrun.

Cost overrun is the increased cost compared to the actual cost of construction as per the cost estimation in the initial project planning.

It is also known as budget overrun or construction overrun. Coverage is extended only to cost overruns that are directly affected by the factors specified in the schedule.

Factors:

Limit of Liability: As mentioned in the schedule

60) Green Clause (EAR 118)

It is hereby understood and agreed, subject otherwise to the terms, conditions and exclusions of the Policy and endorsed hereon, that the insurance by this Policy extends to cover additional costs necessarily and reasonably incurred with the Company's consent in rebuilding or repairing Buildings at the Premises in a manner that aims to reduce potential harm to the environment by improving energy efficiency following Damage as insured by this Section. The Company will not indemnify under this Clause in respect of

1. the additional cost of complying with any Indian legislation, Act of Parliament, or byelaws of any public authority;
2. any additional costs for work already planned to be carried out prior to the Damage;
3. any Buildings or portions of Buildings which are unoccupied;
4. if the Insured elect not to rebuild or repair the Buildings.

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

61) Deliberate Damage (EAR 119)

In consideration of the payment of additional premium, it is hereby declared and agreed that, this insurance covers physical loss of property insured or expenses incurred by the insured, directly caused by any act or order of any governmental authority acting under the powers vested in them to prevent or mitigate the damage or imminent damage or threat thereof, resulting directly from damage to the property insured, provided such act of governmental authority has not resulted from lack of due diligence by the insured to prevent or mitigate such hazard or threat, thereof and to any other physical damage. However, any kind of consequential losses are excluded.

Subject otherwise to the terms, conditions, exceptions/exclusions and limits as specified in the Policy Schedule.

62) Put to Use Clause (EAR 120)

In consideration to payment of an additional premium, it is agreed and understood that otherwise subject to the terms, exclusion, provisions and conditions contained in the policy or endorsed thereon, subject to Limit and Deductible as specified in Policy Schedule, the insurance shall be extended to cover loss of or damage to parts of the insured contract works taken over or put into service if such loss or damage emanates from the construction of the items insured under Section 1 and happens during the period of cover

63) Put to Use Clause (EAR 121)

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 under section I in respect of accidental physical loss or accidental physical damage to any part of the permanent works occurring during the construction period but after being taken over or taken into use of such portion of the permanent works by one of the insured parties. The cover hereunder ceases upon termination of the construction period.

64) Fire Fighting Expenses (EAR 122)

Notwithstanding anything to the contrary and subject to the terms, exclusions, provisions and conditions contained in the Policy and On payment of additional premium, it is hereby declared and agreed that in the event of a fire or a series of fire arising directly or indirectly from the same occurrence including fire threatening to involve the property insured under this section of the Policy, the Insured shall be entitled to recover the reasonable costs incurred in;

- the actual cost of material used and/or damaged in extinguishing or controlling or attempting to extinguish or control any such fire;
- the cost of all clothing and/ or personal effects damaged and / or lost as a result of such fire and / or fight, extinguish or controlling or attempting to fight extinguish or control such fire unless more specifically insured elsewhere;
- all other actual expense(including wages and the like paid for fire-fighting, extinguishing or controlling or attempting to fight extinguish or control such fire and / or localizing such fire.

All claims for personal injury are excluded.

65) Immediate Repairs (EAR 123)

Notwithstanding anything to the contrary and subject to the terms, exclusions, provisions and conditions contained in the Policy and on payment of additional premium, It is hereby declared and agreed that, in case of loss of or damage to the property insured, the insurer may immediately begin repairs or reconstruction and in case of dispute as to the cost of repair and/or reconstruction the loss shall be settled in accordance with the terms of this Policy. The sole objective of this Condition being not to deprive the Insured from the use of operating properties which may be necessary to their Business.

Subject otherwise to the terms, conditions and exceptions/exclusions of the Policy.

66) Vibration, Removal and Weakening of Support (EAR 124)

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, Section 2 of this insurance shall be extended to cover liability consequent upon loss or damage caused by vibration or by the removal or weakening of support.

Provided always that

- the Insurers indemnify the Insured in respect of liability for loss or damage to any property or land or building only if such loss or damage results in the total or partial collapse,
- the Insurers indemnify the Insured in respect of liability for loss or damage to any property or land or building only if prior to the commencement of construction its condition is sound and the necessary loss prevention measures have been taken,
- if required, the Insured, before commencement of construction and at his own expense, prepares a report on the

condition of any endangered property or land or building.

The Insurers shall not indemnify the Insured in respect of liability for

- loss or damage which is foreseeable having regard to the nature of the construction work or the manner of its execution,
- superficial damage which neither impairs the stability of the property, land or buildings nor endangers their users,
- the costs of loss prevention or minimization measures which become necessary during the period of insurance.

Deductible, Limit of indemnity any one occurrence and in aggregate are as specified in Policy Schedule.

67) Vibration, Removal and Weakening of Support (EAR 125)

Notwithstanding anything to the contrary and subject to the terms, exclusions, provisions and conditions contained in the policy, Section II of the policy is extended to cover liability consequent upon loss or damage caused by vibration or by the removal or weakening of support.

The Insurer shall not indemnify the Insured in respect of liability for:

1. Any loss or damage that is foreseeable having regard to the nature of the construction work or the manner of its execution.
2. Any superficial damage which neither impairs the stability of the property, land or buildings nor endangers their users, and
3. Any costs of loss prevention or minimization measures which become necessary during the Period of Insurance

The endorsement is subject otherwise to the terms and conditions under the policy.

68) Vibration, Removal and Weakening of Support (EAR 126)

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 Section II of this insurance shall be extended to cover liability consequent upon loss or damage caused by vibration or by the removal or weakening of support. Provided always that

1. the Insurers indemnify the Insured in respect of liability for loss or damage to any property or land or building only if such loss or damage results in the total or partial collapse,
2. the Insurers indemnify the Insured in respect of liability for loss or damage to any property or land or building only if prior to the commencement of construction its condition is sound and the necessary loss prevention measures have been taken,
3. if required, the Insured, before commencement of construction and at his own expense, prepares a report on the condition of any endangered property or land or building.

The Insurers shall not indemnify the Insured in respect of liability for

1. loss or damage which is foreseeable having regard to the nature of the construction work or the manner of its execution,
2. superficial damage which neither impairs the stability of the property, land or buildings nor endangers their users,
3. the costs of loss prevention or minimization measures which become necessary during the period of insurance.

Limit of indemnity (any one occurrence), Total limit of indemnity, Deductible and Extra premium

69) Vibration, Weakening and Removal of Support (EAR 127)

Notwithstanding anything to the contrary and subject to the terms, exclusions, provisions and conditions contained in the Policy It is agreed that in Section II of the policy the Insurers will not indemnify the Insured in respect of:

- (a) liability (other than accidental bodily injury or illness or death of any person) caused by vibration or the weakening or removal of support:
 - (i) due to or arising from loss of or damage to property, land or ground if such loss or damage is foreseeable in consideration of the works to be executed and/or the method of construction;
 - (ii) due to or arising from loss of or damage to property unless a detailed survey report on the structural condition of all property in the proximity of the Project Site has been set up and made available to Insurers prior to inception of works;

- (b) any costs of safety precautions to prevent or minimize any loss or damage to property, land or ground irrespective of whether loss or damage has already occurred or not.

The Deductible applicable for any Liability (other than accidental bodily injury or illness or death to any person) due to or arising from loss of or damage to property, land or ground caused by vibration, or the weakening or removal of support is stated below.

Deductible in respect of loss of or damage consequent upon or attributable to one source or original cause: percent of the Liability, subject to a minimum of

70) Cover of Manufacturer's Risk (EAR 128)

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, exclusion d) under "Exclusions to Section I" shall be replaced by the following wording:

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

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

Extra Premium

71) Cover of Manufacturers' Risk (EAR 129)

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 premium, Item "e" under "Exclusion to Section I" shall be replaced by the following wording:

"The Policy excludes the costs necessary to replace, repair or rectify any component, part or individual item of the Property Insured which is defective in design, plan, specification, materials, or workmanship, but this exclusion shall not apply to other parts or items of the Property Insured unintentionally damaged as a consequence of such defect."

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

72) EXTENDED DEFECTIVE CONDITION EXCLUSION DE2 (1995) (EAR 130)

Notwithstanding anything to the contrary and subject to the terms, exclusions, provisions and conditions contained in the Policy, 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.

73) LIMITED DEFECTIVE CONDITION EXCLUSION DE3 (1995) (EAR 131)

Notwithstanding anything to the contrary and subject to the terms, exclusions, provisions and conditions contained in the Policy, 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

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.

74) Design Improvement Exclusion DE-5 (EAR 132)

In consideration of the payment of an additional premium by the insured, notwithstanding anything contained herein to the contrary, it is herein agreed that this policy excludes :

- a. The cost necessary to replace, repair or rectify any Property Insured which is defective in design, plan, specification materials or workmanship.
- b. Loss or damage to the Property Insured caused to enable replacement, repair or rectification of such defective property.

But should damage to the Property Insured (other than damage as defined in (b) above) result from such a defect this exclusion shall be limited to the costs of additional work resulting from improvement 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.

Subject otherwise to terms, conditions, excess and exceptions of the policy.

Add on Covers to Erection All Risks Insurance | UIN - IRDAN152CP0009V02201920

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75) Contractual Liability Cover (EAR 133)

Notwithstanding anything to the contrary and subject to the terms, exclusions, provisions and conditions contained in the Policy and In consideration of payment of an additional premium , it is agreed and understood that otherwise subject to the terms, exclusion, provisions and conditions contained in the policy or endorsed thereon, Subject to Limit as specified in the Policy Schedule, this policy covers legal liability for injury to persons and loss of or damage to property imposed under any contract or agreement necessarily and reasonably entered into, provided that such liability would have been implied by law.

76) Highest Single Deductible (EAR 134)

No claim or series of claims under this policy arising out of the same event shall be subject to more than one deductible or time excess, as the case may be. In the event of any claim or series of claims falling under more than sections of this policy, only the highest of deductibles or time excess applicable shall apply to the exclusion of all others

77) Warranty Concerning Camps and Stores (EAR 135)

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers shall only indemnify the Insured for loss, damage or liability indirectly or directly caused to camps and stores by fire, flood or inundation if these camps and stores are located above the highest water level recorded anywhere on the site during the last 20 years and the individual storage units are either at least 50 m apart or separated by fire walls.

It is also agreed that the Insurers shall indemnify the Insured for any one occurrence only up to a limit of indemnity of
.....for camps,
.....for each individual storage unit.

78) Multiple Project Declaration Clause (EAR 136)

Special conditions applicable in respect of multiple projects covered under a single EAR Policy on declaration basis.

- 1.The insured agrees to declare to the Company, all the projects taken up for execution by the former during the policy period as mentioned in schedule for coverage under the Policy, save such projects where the Principal or Principal's Contractor concerned with whom the former has contracted to execute the projects in question has chosen to arrange such insurance themselves.
- 2.The Insured agrees to pay to the Company a deposit premium under the Policy which shall be sufficient to ensure coverage of projects declared by the former to the latter.
- 3.As and when a project is taken up for execution by the Insured, the project shall be declared to the Company for coverage under the Policy, which shall not in case be later than the commencement of the project unless agreed by the Insurer.
- 4.The declaration shall contain the brief details of the project like the nature and type of the project, expected duration of the project including testing/trial run if any, location of the project, value of project including its break up into material cost, labour, etc., so as to enable the Company to determine the premium applicable for the individual project.
- 5.Upon receipt of a declaration of a project as provided in Clause No.3 and 4 above, the Company shall compute the necessary premium for insurance coverage of the project as applicable at the time of declaration of the project. The said premium will be debited to the deposit premium.
- 6.As and when the deposit is likely to be exhausted, the Company shall intimate the Insured upon which the latter shall replenish the deposit premium account to ensure continuous coverage of projects covered under the Policy
- 7.In the event of deposit premium being fully exhausted, the policy shall remain suspended until further remittance of premium sufficient to cover the projects declared.
- 8.Notwithstanding the provisions above, if the Insured makes a bonafide mistake in not declaring a project for coverage under the Policy due to oversight, despite the project having commenced, the same shall be automatically held covered

by the Company under Policy as if a declaration has been made, subject to declaration having been made by the Insured, as soon as such omission has been discovered, but not later than three months of commencement of the project.

9. On completion of individual projects declared under this Policy, the Insured shall declare to the Company, such completion of the project along with the actual value of the Project along with the actual time taken for its execution based on which the Company shall make adjustment of premium as per normal period tariff rates against the deposit premium. The actual value of the Project shall be as per the billing made by the Insured against the Principal for whom the project has been executed.

10. In event of an admissible claim under the Policy, the value of all declared and and/or on going projects originally declared is lesser than the actual value that ought to have been declared, the latter shall be considered as the Sum Insured (declared for all projects) for the purpose of assessment loss provided the difference between the two does not exceed 10% or as mentioned in the Schedule, subject to adjustment of additional premium payable on account of the above against the deposit premium. In the event of the difference being in excess of 10% or as mentioned in the Schedule claim shall be settled on the basis of the original project value declared subject to terms and conditions of the Policy.

11. In the event of duration of individual projects being months or more, the debit of premium to deposit premium account shall as per installment provision customary to Erection All Risks/Contractor's All Risks Policies

12. On expiry of the Policy, it shall be open to either Party, to continue the coverage by renewing the Policy or not.

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

14. In the event of Policy being renewed, the Company shall carry forward the balance available, if any, in the deposit premium account to the renewal policy period and the coverage shall continue as per Clauses 1 to 14 as hereinbefore provided.

79) Designation if Property Clause (EAR 137)

For the purpose of determining, where necessary, the designation of any property Insured, the Insurer shall accept the designation under which such property has been entered in the Insured's book.

80) Public authority clause (EAR 138)

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

The total liability of the Company under this Clause during the currency of the policy shall not exceed INR _____ (insert limit of liability).

81) Temporary Removal Clause (EAR 139)

Notwithstanding anything to the contrary and subject to the terms, exclusions, provisions and conditions contained in the Policy and in consideration of additional premium being paid by the insured, this policy covers the insured property whilst stored in any other premises in India outside the Insured location, and whilst temporarily removed for cleaning, renovation, repair, storage or other similar purposes and whilst in transit thereto and therefrom by road, rail or air.

82) Upgradation/ Improvisation or modification costs post loss (EAR 140)

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

Add on Covers to Erection All Risks Insurance | UIN - IRDAN152CP0009V02201920

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agreed to cover Any modification, improvisation or upgradation in design or project scope because of improvement and / or upgradation in technology (or) any modifications in design that needs to be complied post a admissible loss caused by Insured Peril to avoid similar claims provided suggested modification / improvements/ upgradation is proven and not prototype in nature."

Limit of Liability : As mentioned in the schedule.

83) Guarantee Cover (EAR 141)

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, this insurance shall be extended for the guarantee period specified hereunder to cover solely loss of or damage to the insured items resulting from faults in erection, faulty design, defective material or casting, and/or bad workmanship, but excluding the costs the Insured would have incurred for rectifying the original fault had such fault been discovered before the loss occurred.

This extension shall not cover any loss or damage arising directly or indirectly from or in connection with fire, explosion and/or any Acts of God nor shall it cover any third party liability.

Guarantee cover from _____ to _____

Deductible: 20% of the loss amount, minimum..... any one occurrence

Extra Premium _____

84) Constructional Plant and Equipment (EAR 142)

Notwithstanding anything to the contrary and subject to the terms, exclusions, provisions and conditions contained in the Policy It is hereby agreed that:

- (a) Insurance is extended to indemnify the Insured in respect of Loss occurring on the Project Site to the Insured's mobile and stationary constructional plant, machinery, equipment, tools, temporary buildings and their contents, hereinafter called Constructional Plant and Equipment, always provided all items of Constructional Plant and Equipment shall be stated below and any not mentioned items shall not be covered.
- (b) The Sum Insured as stated below shall represent:
 - (i) for mobile and stationary constructional plant, machinery, equipment and tools the new replacement value of items of the same type and capacity when delivered to the Project Site;
 - (ii) for temporary buildings and their contents: the actual market value.
- (c) Memo 3. Basis Of Loss Settlement shall not apply to Constructional Plant and Equipment.

In the event of Loss, the basis of indemnity shall be as follows:

 - (i) in respect of Loss which can be repaired, the cost of repairs necessary to restore the item to its condition immediately before the occurrence of the Loss, less the value of any salvage;
 - (ii) in respect of total Loss, the actual cash value, less the value of any salvage.

If the anticipated cost of repairs equals or exceeds the actual cash value, the indemnity shall be as described in (ii) above.

- (d) Insurers shall not indemnify the Insured for loss or damage due to mechanical and/or electrical breakdown, freezing of coolant or other liquids, defective lubrication, lack of oil or coolant, but this exclusion shall be limited to the parts immediately affected.
- (e) The period during which the items of Constructional Plant and Equipment are covered and the applicable Premium and Deductible are stated below.

Items of Constructional Plant and Equipment (if relevant: Type, Make/Manufacturer, Model, Year of Manufacturing)	Number of items	Sum Insured each item Currency:.....	Sum Insured all items Currency:	Deductible Currency:

Total Sum Insured :.....
 Period: months, from to
 Premium:
 Due Date:

85) Exclusion Concerning Used Machinery (EAR 143)

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

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

86) Special Condition 1 for Hydrocarbon Processing Industries (EAR 144)

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

As from the introduction of any hydrocarbons into the plant

- 1 a deductible offor Section I of the Policy is applicable, which shall also apply in case of fire and explosion damage,
- 2 the Insurers shall not be liable for loss of or damage to
 - a. catalysts unless included by endorsement,
 - b. reforming units due to overheating or cracking of any tubes,
 - c. the insured plant due to overheating or cracking following an exothermic reaction,

- d. the insured plant due to the prescribed techniques not being followed on purpose or due to the cutting out of safety devices,
as well as for any liability resulting therefrom

87) Special Condition 2 for Hydrocarbon Processing Industries Cover of Catalysts (EAR 145)

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 premium, point (a) of para 2 under Special Condition 1 for Hydrocarbon Processing Industries shall be replaced by the following wording:

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

Extra Premium

88) Hydrocarbon Processing Industry (EAR 146)

Notwithstanding anything to the contrary and subject to the terms, exclusions, provisions and conditions contained in the Policy It is agreed that the following EXCLUSION is applicable to SECTION I:

As from the introduction of any hydrocarbon feedstock, Insurers will not indemnify the Insured in respect of any loss of or damage to:

- (a) reforming units due to overheating or cracking of any tubes;
- (b) Insured Property due to:
 - (i) overheating or cracking following or arising from any exothermic process reaction;
 - (ii) an intentional deviation from prescribed procedures including those relating to commissioning, start-up and operation.

89) Warranty Concerning Underground Cables and Pipes (EAR 147)

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 in respect of loss of or damage to existing underground cables and/or pipes or other underground facilities if, prior to the commencement of works, the Insured has inquired with the relevant authorities about the exact position of such cables, pipes or other underground facilities.

The indemnity shall in any case be restricted to the repair costs of such cables, pipes or other underground facilities, any consequential damage being excluded from the cover.

90) Cover of Nuclear Fuel Elements (EAR 148)

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, this insurance shall be extended to cover nuclear fuel elements according to the conditions outlined below.

1. Definition

Add on Covers to Erection All Risks Insurance | UIN - IRDAN152CP0009V02201920

Page 31 of 41

Zurich Kotak General Insurance Company (India) Limited (Formerly known as Kotak Mahindra General Insurance Company Limited) CIN: U66000MH2014PLC260291. IRDAI Reg. No. 152. Registered & Corporate Office: 401, 4th Floor, Silver Metropolis, Jai Coach Compound, Off Western Express Highway, Goregaon (East), Mumbai- 400063. Maharashtra, India.

- A fuel element consists of
- fuel material (fissionable, fertile, compounding and alloying material),
 - fuel cladding,
 - support structure.
2. Period of cover
This cover shall exist only for as long as the Policy is in force and shall commence following unloading at the erection site and end after each fuel element has been placed in its position in the reactor pressure vessel.
If the average duration of this cover exceeds months, the Insured shall apply to the Insurers for an extension.
3. Indemnification
In the case of loss or damage, all the expenses for the repair of the material loss or damage after applying the deductible shall be indemnified. These expenses include for instance:
- a. costs of extracting the fuel from the damaged fuel elements, and of its inspection and storage;
 - b. costs of repairing or replacing the fuel cladding and the support structure;
 - c. costs of reprocessing damaged fuel material;
 - d. costs of replacing lost or damaged fuel material;
 - e. costs of the assembly of fuel material, fuel cladding and support structure to form fuel elements;
 - f. transportation and insurance charges, including costs of obtaining the necessary import and transport permits.
- In no case shall the indemnification for any one damaged fuel element be higher than the proportionate sum insured for such element.
4. Deductible any one loss
5. The premium for this extra cover shall be the actual value of the fuel elements insured.
- The actual value of the fuel element is:

Date	Fuel Weight (t)	Actual Value
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91) Cover of Cost for Decontamination (EAR 149)

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

This cost of decontamination includes eg

- a. expenditure incurred before it becomes possible to repair the damage proper, eg costs for decontaminating components exposed to ionizing radiation within the course of normal operation;
- b. expenditure incurred in order to make the damaged item(s) accessible, eg for removing and replacing shields and protective walls;
- c. expenditure incurred for the purpose of protecting the personnel repairing the damage, eg for protective clothing, work breaks, or limitation of the exposure to radiation, etc;

- d. additional expenditure incurred because the damaged item(s) cannot be repaired and must be replaced owing to contamination which arose during normal operation;
- e. expenditure for such tests, checks and acceptance surveys as are obligatory after a loss has been repaired;
- f. expenditure for removing and disposing of radioactive debris.

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

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

92) Cover of Reactor Pressure Vessel with Internals (EAR 150)

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, this insurance shall be extended to cover the reactor pressure vessel and its internals (with the exception of fuel and absorber elements)¹. No distinction shall be made between cost of conventional repair and cost due to decontamination. The total indemnity payable under this Endorsement shall not exceed the amount of.....for any one accident.

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

Fuel elements,

ie fuel material (fissionable, fertile, compounding and alloying material), fuel cladding as well as associated support structures. *Absorber elements,*

ie shut-down rods, control rods and shim rods as well as associated structural material.

93) Exclusion of loss or damage due to subsidence (EAR 151)

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers shall not be liable to indemnify the Insured in respect of loss or damage due to subsidence if caused by insufficient compacting or improvement of subsoil or due to incorrect or insufficient piling.

94) Inland Transit (EAR 152)

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, Section I of this insurance shall be extended to cover loss of or damage to locally supplied property insured

- whilst in transit to the contract site other than on waterway or by air within the territorial limits of
- caused as a result of collision, impact, flood, earthquake, inundation, landslide or rockslide, subsidence, burglary or fire,
- provided that the insured property is suitably packed and/or prepared for transit which shall also be deemed to include stowage,
- and provided that the maximum amount payable under this Endorsement shall not exceed.....per conveyance.

If offsite storage, however, is necessary, Endorsements 'Special Conditions Concerning Fire-Fighting Facilities' and 'Warranty Concerning Camps and Stores' shall be applied additionally.

Total value of locally supplied property:
Deductible:
Extra Premium:

95) Exclusion of Losses, Damage or Liabilities Arising from Horizontal Directional Drilling (EAR 153)

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

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

96) Conditions for Horizontal Directional Drilling of Pipeline Routes below Rivers, Railway Embankments, Streets, etc. (EAR 154)

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

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

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

Sum insured ¹ (drilling costs + material value of pipeline to be drawn in + value of drilling equipment): Limit of indemnity per drilling:

Premium rate:

Deductible: 20 % of the loss amount, at least per loss event

In the event of a loss, the sum insured shall be reduced by the amount paid as indemnity. Reinstatement of the sum insured may be necessary.

97) Serial Losses (EAR 155)

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

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

100 % of the first loss
.....% of the loss
.....% of the loss
.....% of the loss
.....% of the loss

Further losses shall not be indemnified.

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

98) Serial Losses (EAR 156)

It is agreed that in Section I, Material Damage the following is added to PROVISIONS APPLYING TO SECTION I:

Ensuing Losses to machines or equipment of the same type or design due to defects of material, workmanship, design, plan or specification and arising out of the same cause shall be indemnified according to the following scale:

- (a) 100% of the first Loss;
- (b) 75% of the second Loss;
- (c) 50% of the third Loss;
- (d) 25% of the fourth Loss.

Further Losses shall not be indemnified.

The burden of proof that any Loss does not arise from the same cause shall be upon the Insured.

99) Crops and Trees (EAR 157)

Notwithstanding anything to the contrary and subject to the terms, exclusions, provisions and conditions contained in the Policy It is agreed that:

Insurers will not indemnify the Insured in respect of any liability due to or arising from damage to crops, trees, cultures, grass, plants, forests.

100) Existing Property (EAR 158)

Notwithstanding anything to the contrary and subject to the terms, exclusions, provisions and conditions contained in the Policy It is agreed that Section I, Material Damage is extended to indemnify the Insured up to the Sum Insured stated below in respect of Loss to the Existing Property owned by the Principal provided such Loss is arising out of the execution of the Project and is being caused by the Insured.

Insurers shall not be liable for:

- (a) the cost of rectifying any loss or damage to the Existing Property, which existed prior to the Inception Date

- of the Policy;
- (b) loss by theft, or any attempt thereof, and by disappearance and shortage.

In any action, suit or other proceeding where Insurers allege that by reason of the provisions of (a) above any loss or damage is not covered hereunder, the burden of proving that such loss or damage is covered shall be upon the Insured.

Sum Insured each and every Loss:

101) Leak Search Costs (EAR 159)

Notwithstanding anything to the contrary and subject to the terms, exclusions, provisions and conditions contained in the Policy It is agreed that Section I, Material Damage is extended to indemnify the Insured up to the Sum Insured stated below in respect of costs incurred in searching for leaks of pipelines provided that:

- (a) all welds have been checked by non destructive testing; and
- (b) insured Loss is found to have occurred.

Sum Insured each and every Loss and in the aggregate for the Policy Period:

102) Cover of Leak Search Costs when Laying Pipelines (EAR 160)

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 the search for and repair of leaks, eg 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
 - % of the welding seams have been X-rayed and any deficiencies discovered thereby have been removed properly.

. Indemnity shall be limited in the aggregate to:

.....per testing section

.....during one policy period

Costs caused by faulty repair of welding seams shall be excluded from the cover.

LIST OF ADD-ONS:

Sr. No	Add on Names	UIN
1	Add-ons under Erection All Risks Insurance- Cover for Loss or Damage due to Strike, Riot and Civil Commotion (SRCC) (EAR- 59)	IRDAN152CP0009V02201920/A1190V01202526
2	Add-ons under Erection All Risks Insurance- Strike, Riot, Civil Commotion (EAR- 60)	IRDAN152CP0009V02201920/A1191V01202526
3	Add-ons under Erection All Risks Insurance- Maintenance Visits Cover (EAR- 61)	IRDAN152CP0009V02201920/A1192V01202526
4	Add-ons under Erection All Risks Insurance- Visits Maintenance (EAR- 62)	IRDAN152CP0009V02201920/A1193V01202526
5	Add-ons under Erection All Risks Insurance- Extended Maintenance Cover (EAR- 63)	IRDAN152CP0009V02201920/A1194V01202526
6	Add-ons under Erection All Risks Insurance- Special Conditions Concerning the Construction and/or Erection Time Schedule (EAR- 64)	IRDAN152CP0009V02201920/A1195V01202526
7	Add-ons under Erection All Risks Insurance- Works Time Schedule (EAR- 65)	IRDAN152CP0009V02201920/A1196V01202526
8	Add-ons under Erection All Risks Insurance- Cover of Extra Charges for Overtime, Night Work, Work on Public Holidays, Express Freight (EAR- 66)	IRDAN152CP0009V02201920/A1197V01202526
9	Add-ons under Erection All Risks Insurance- Cover of Extra Charges for Airfreight (EAR- 67)	IRDAN152CP0009V02201920/A1198V01202526
10	Add-ons under Erection All Risks Insurance- Air Freight Expenses (EAR- 68)	IRDAN152CP0009V02201920/A1199V01202526
11	Add-ons under Erection All Risks Insurance- Warranty Concerning Structures in Earthquake Zones (EAR- 69)	IRDAN152CP0009V02201920/A1200V01202526
12	Add-ons under Erection All Risks Insurance- Structures in Earthquake Zones (EAR- 70)	IRDAN152CP0009V02201920/A1201V01202526
13	Add-ons under Erection All Risks Insurance- Exclusion of Loss, Damage or Liability Due to Earthquake (EAR- 71)	IRDAN152CP0009V02201920/A1202V01202526
14	Add-ons under Erection All Risks Insurance- Exclusion of Earthquake, Volcanic Activity and Tsunami (EAR- 72)	IRDAN152CP0009V02201920/A1203V01202526
15	Add-ons under Erection All Risks Insurance- Exclusion of Loss, Damage or Liability Due to Flood and Inundation (EAR- 73)	IRDAN152CP0009V02201920/A1204V01202526
16	Add-ons under Erection All Risks Insurance- Exclusion of Loss, Damage or Liability due to Windstorm or Wind Related Water Damage (EAR- 74)	IRDAN152CP0009V02201920/A1205V01202526
17	Add-ons under Erection All Risks Insurance- Property in Off-Site Storage (EAR- 75)	IRDAN152CP0009V02201920/A1206V01202526
18	Add-ons under Erection All Risks Insurance- Cofferdam (EAR- 76)	IRDAN152CP0009V02201920/A1207V01202526
19	Add-ons under Erection All Risks Insurance- Microorganisms (EAR- 77)	IRDAN152CP0009V02201920/A1208V01202526
20	Add-ons under Erection All Risks Insurance- Directional Drilling (EAR- 78)	IRDAN152CP0009V02201920/A1209V01202526
21	Add-ons under Erection All Risks Insurance- Fire Protection at Semiconductor Plant Projects (EAR- 79)	IRDAN152CP0009V02201920/A1210V01202526
22	Add-ons under Erection All Risks Insurance- Handover of Semiconductor Plant Projects (EAR- 80)	IRDAN152CP0009V02201920/A1211V01202526

23	Add-ons under Erection All Risks Insurance- Storage Tanks (EAR- 81)	IRDAN152CP0009V02201920/A1212V01202526
24	Add-ons under Erection All Risks Insurance- Restoration of Equipment (EAR- 82)	IRDAN152CP0009V02201920/A1213V01202526
25	Add-ons under Erection All Risks Insurance- Risk Surveys (EAR- 83)	IRDAN152CP0009V02201920/A1214V01202526
26	Add-ons under Erection All Risks Insurance- Underground Facilities (EAR- 84)	IRDAN152CP0009V02201920/A1215V01202526
27	Add-ons under Erection All Risks Insurance- Pipelines, Conduits and Cables (EAR- 85)	IRDAN152CP0009V02201920/A1216V01202526
28	Add-ons under Erection All Risks Insurance- Guarantee Maintenance (EAR- 86)	IRDAN152CP0009V02201920/A1217V01202526
29	Add-ons under Erection All Risks Insurance- Partial Operation (EAR- 87)	IRDAN152CP0009V02201920/A1218V01202526
30	Add-ons under Erection All Risks Insurance- Auditor's Fees (EAR- 88)	IRDAN152CP0009V02201920/A1219V01202526
31	Add-ons under Erection All Risks Insurance- Fire Fighting Facilities (EAR- 89)	IRDAN152CP0009V02201920/A1220V01202526
32	Add-ons under Erection All Risks Insurance- Special Conditions Concerning Fire-Fighting Facilities (EAR- 90)	IRDAN152CP0009V02201920/A1221V01202526
33	Add-ons under Erection All Risks Insurance- Roads (EAR- 91)	IRDAN152CP0009V02201920/A1222V01202526
34	Add-ons under Erection All Risks Insurance- Ground Water Pumping (EAR- 92)	IRDAN152CP0009V02201920/A1223V01202526
35	Add-ons under Erection All Risks Insurance- Underground Construction (EAR- 93)	IRDAN152CP0009V02201920/A1224V01202526
36	Add-ons under Erection All Risks Insurance- Piling (EAR- 94)	IRDAN152CP0009V02201920/A1225V01202526
37	Add-ons under Erection All Risks Insurance- Catalysts (EAR- 95)	IRDAN152CP0009V02201920/A1226V01202526
38	Add-ons under Erection All Risks Insurance- Cold Testing, Hot Testing and Commissioning (EAR- 96)	IRDAN152CP0009V02201920/A1227V01202526
39	Add-ons under Erection All Risks Insurance- Normal Action of the Sea (EAR- 97)	IRDAN152CP0009V02201920/A1228V01202526
40	Add-ons under Erection All Risks Insurance- Involuntary Betterment (For Second Hand Machinery) (EAR- 98)	IRDAN152CP0009V02201920/A1229V01202526
41	Add-ons under Erection All Risks Insurance- Cessation of Work (EAR- 99)	IRDAN152CP0009V02201920/A1230V01202526
42	Add-ons under Erection All Risks Insurance- Third Party Liability Cover with Cross Liability required during Maintenance period (EAR- 100)	IRDAN152CP0009V02201920/A1231V01202526
43	Add-ons under Erection All Risks Insurance- Third Party Liability During Maintenance Period (EAR- 101)	IRDAN152CP0009V02201920/A1232V01202526
44	Add-ons under Erection All Risks Insurance- Third Party Liability Cover During Maintenance Period (EAR- 102)	IRDAN152CP0009V02201920/A1233V01202526
45	Add-ons under Erection All Risks Insurance- Owners' surrounding property required in Maintenance period (EAR- 103)	IRDAN152CP0009V02201920/A1234V01202526
46	Add-ons under Erection All Risks Insurance- Dewatering Expenses (EAR- 104)	IRDAN152CP0009V02201920/A1235V01202526
47	Add-ons under Erection All Risks Insurance- Dewatering Expenses (EAR- 105)	IRDAN152CP0009V02201920/A1236V01202526
48	Add-ons under Erection All Risks Insurance- Dewatering Expenses (EAR- 106)	IRDAN152CP0009V02201920/A1237V01202526

49	Add-ons under Erection All Risks Insurance- Waiver of Precipitation Clause (EAR- 107)	IRDAN152CP0009V02201920/A1238V01202526
50	Add-ons under Erection All Risks Insurance- Special Conditions Concerning Safety Measures with Respect to Precipitation, Flood and Inundation (EAR- 108)	IRDAN152CP0009V02201920/A1239V01202526
51	Add-ons under Erection All Risks Insurance- Precipitation (EAR- 109)	IRDAN152CP0009V02201920/A1240V01202526
52	Add-ons under Erection All Risks Insurance- Non Invalidation Clause (EAR- 110)	IRDAN152CP0009V02201920/A1241V01202526
53	Add-ons under Erection All Risks Insurance- Temporary Repairs (EAR- 111)	IRDAN152CP0009V02201920/A1242V01202526
54	Add-ons under Erection All Risks Insurance- Temporary Repairs (EAR- 112)	IRDAN152CP0009V02201920/A1243V01202526
55	Add-ons under Erection All Risks Insurance- Temporary Repairs (EAR- 113)	IRDAN152CP0009V02201920/A1244V01202526
56	Add-ons under Erection All Risks Insurance- Pollutant clean up and removal (EAR- 114)	IRDAN152CP0009V02201920/A1245V01202526
57	Add-ons under Erection All Risks Insurance- Decontamination and cost of cleanup expenses (EAR- 115)	IRDAN152CP0009V02201920/A1246V01202526
58	Add-ons under Erection All Risks Insurance- Obsolete Equipment Clause (EAR- 116)	IRDAN152CP0009V02201920/A1247V01202526
59	Add-ons under Erection All Risks Insurance- Additional Cost of Construction (Time overrun/Cost overrun) (EAR- 117)	IRDAN152CP0009V02201920/A1248V01202526
60	Add-ons under Erection All Risks Insurance- Green Clause (EAR- 118)	IRDAN152CP0009V02201920/A1249V01202526
61	Add-ons under Erection All Risks Insurance- Deliberate Damage (EAR- 119)	IRDAN152CP0009V02201920/A1250V01202526
62	Add-ons under Erection All Risks Insurance- Put to Use Clause (EAR- 120)	IRDAN152CP0009V02201920/A1251V01202526
63	Add-ons under Erection All Risks Insurance- Put to Use Clause (EAR- 121)	IRDAN152CP0009V02201920/A1252V01202526
64	Add-ons under Erection All Risks Insurance- Fire Fighting Expenses (EAR- 122)	IRDAN152CP0009V02201920/A1253V01202526
65	Add-ons under Erection All Risks Insurance- Immediate Repairs (EAR- 123)	IRDAN152CP0009V02201920/A1254V01202526
66	Add-ons under Erection All Risks Insurance- Vibration, Removal and Weakening of Support (EAR- 124)	IRDAN152CP0009V02201920/A1255V01202526
67	Add-ons under Erection All Risks Insurance- Vibration, Removal and Weakening of Support (EAR- 125)	IRDAN152CP0009V02201920/A1256V01202526
68	Add-ons under Erection All Risks Insurance- Vibration, Removal and Weakening of Support (EAR- 126)	IRDAN152CP0009V02201920/A1257V01202526
69	Add-ons under Erection All Risks Insurance- Vibration, Weakening and Removal of Support (EAR- 127)	IRDAN152CP0009V02201920/A1258V01202526
70	Add-ons under Erection All Risks Insurance- Cover of Manufacturer's Risk (EAR- 128)	IRDAN152CP0009V02201920/A1259V01202526
71	Add-ons under Erection All Risks Insurance- Cover of Manufacturers' Risk (EAR- 129)	IRDAN152CP0009V02201920/A1260V01202526
72	Add-ons under Erection All Risks Insurance- EXTENDED DEFECTIVE CONDITION EXCLUSION DE2 (1995) (EAR- 130)	IRDAN152CP0009V02201920/A1261V01202526
73	Add-ons under Erection All Risks Insurance- LIMITED DEFECTIVE CONDITION EXCLUSION DE3 (1995) (EAR- 131)	IRDAN152CP0009V02201920/A1262V01202526

74	Add-ons under Erection All Risks Insurance- Design Improvement Exclusion DE-5 (EAR- 132)	IRDAN152CP0009V02201920/A1263V01202526
75	Add-ons under Erection All Risks Insurance- Contractual Liability Cover (EAR- 133)	IRDAN152CP0009V02201920/A1264V01202526
76	Add-ons under Erection All Risks Insurance- Highest Single Deductible (EAR- 134)	IRDAN152CP0009V02201920/A1265V01202526
77	Add-ons under Erection All Risks Insurance- Warranty Concerning Camps and Stores (EAR- 135)	IRDAN152CP0009V02201920/A1266V01202526
78	Add-ons under Erection All Risks Insurance- Multiple Project Declaration Clause (EAR- 136)	IRDAN152CP0009V02201920/A1267V01202526
79	Add-ons under Erection All Risks Insurance- Designation if Property Clause (EAR- 137)	IRDAN152CP0009V02201920/A1268V01202526
80	Add-ons under Erection All Risks Insurance- Public authority clause (EAR- 138)	IRDAN152CP0009V02201920/A1269V01202526
81	Add-ons under Erection All Risks Insurance- Temporary Removal Clause (EAR- 139)	IRDAN152CP0009V02201920/A1270V01202526
82	Add-ons under Erection All Risks Insurance- Upgradation/ Improvisation or modification costs post loss (EAR- 140)	IRDAN152CP0009V02201920/A1271V01202526
83	Add-ons under Erection All Risks Insurance- Guarantee Cover (EAR- 141)	IRDAN152CP0009V02201920/A1272V01202526
84	Add-ons under Erection All Risks Insurance- Constructional Plant and Equipment (EAR- 142)	IRDAN152CP0009V02201920/A1273V01202526
85	Add-ons under Erection All Risks Insurance- Exclusion Concerning Used Machinery (EAR- 143)	IRDAN152CP0009V02201920/A1274V01202526
86	Add-ons under Erection All Risks Insurance- Special Condition 1 for Hydrocarbon Processing Industries (EAR- 144)	IRDAN152CP0009V02201920/A1275V01202526
87	Add-ons under Erection All Risks Insurance- Special Condition 2 for Hydrocarbon Processing Industries Cover of Catalysts (EAR- 145)	IRDAN152CP0009V02201920/A1276V01202526
88	Add-ons under Erection All Risks Insurance- Hydrocarbon Processing Industry (EAR- 146)	IRDAN152CP0009V02201920/A1277V01202526
89	Add-ons under Erection All Risks Insurance- Warranty Concerning Underground Cables and Pipes (EAR- 147)	IRDAN152CP0009V02201920/A1278V01202526
90	Add-ons under Erection All Risks Insurance- Cover of Nuclear Fuel Elements (EAR- 148)	IRDAN152CP0009V02201920/A1279V01202526
91	Add-ons under Erection All Risks Insurance- Cover of Cost for Decontamination (EAR- 149)	IRDAN152CP0009V02201920/A1280V01202526
92	Add-ons under Erection All Risks Insurance- Cover of Reactor Pressure Vessel with Internals (EAR- 150)	IRDAN152CP0009V02201920/A1281V01202526
93	Add-ons under Erection All Risks Insurance- Exclusion of loss or damage due to subsidence (EAR- 151)	IRDAN152CP0009V02201920/A1282V01202526
94	Add-ons under Erection All Risks Insurance- Inland Transit (EAR- 152)	IRDAN152CP0009V02201920/A1283V01202526
95	Add-ons under Erection All Risks Insurance- Exclusion of Losses, Damage or Liabilities Arising from Horizontal Directional Drilling (EAR- 153)	IRDAN152CP0009V02201920/A1284V01202526
96	Add-ons under Erection All Risks Insurance- Conditions for Horizontal Directional Drilling of Pipeline Routes below Rivers, Railway Embankments, Streets, etc. (EAR- 154)	IRDAN152CP0009V02201920/A1285V01202526
97	Add-ons under Erection All Risks Insurance- Serial Losses (EAR- 155)	IRDAN152CP0009V02201920/A1286V01202526

98	Add-ons under Erection All Risks Insurance- Serial Losses (EAR- 156)	IRDAN152CP0009V02201920/A1287V01202526
99	Add-ons under Erection All Risks Insurance- Crops and Trees (EAR- 157)	IRDAN152CP0009V02201920/A1288V01202526
100	Add-ons under Erection All Risks Insurance- Existing Property (EAR- 158)	IRDAN152CP0009V02201920/A1289V01202526
101	Add-ons under Erection All Risks Insurance- Leak Search Costs (EAR- 159)	IRDAN152CP0009V02201920/A1290V01202526
102	Add-ons under Erection All Risks Insurance- Cover of Leak Search Costs when Laying Pipelines (EAR- 160)	IRDAN152CP0009V02201920/A1291V01202526