

## **CONTRACTORS ALL RISK INSURANCE -RETAIL**

### **PROSPECTUS**

#### **INTRODUCTION**

Universal Sampo General Insurance Company introduces the Contractors All Risks (CAR) Insurance that offers comprehensive coverage for all types of civil construction risks. The coverage for physical loss or damage to property is on an "All Risks" basis, i.e., the policy insures against damage to property in the course of construction by all sudden, accidental and unforeseen causes other than specified excluded perils and subject to the terms and conditions of the policy.

#### **WHO CAN TAKE THIS POLICY?**

CAR policy can be taken by Principal, Contractor or sub-contractor, either individually or jointly.

#### **SCOPE OF COVER**

Contractor's All Risks (CAR) policy covers civil construction such as residential buildings, commercial buildings, factory sheds, Warehouses, Pipelines, dams, reservoirs, etc.

There are two sections under the policy:

##### **Section I: Material Damage**

Under this section coverage is provided against loss or damage to property by any peril other than those specifically excluded in the policy.

##### **Section II: Third Party Liability**

In this section coverage is provided for-

- Legal liability for any accidental loss or damage caused to a third-party property
- Liability for fatal or non-fatal injury to any person other than the insured's own employee

#### **POLICY PERIOD**

The cover commences, only from the time of commencement of work or after the unloading of the specified property from any conveyance at the specified site whichever is earlier and expires on the date specified in the Policy Schedule or when parts of the insured contract work taken over or put into service by the Principal prior to the expiry date specified in the policy whichever is earlier.

If the actual construction period is shorter than the period indicated in the Schedule, no refund of premium is allowed unless specifically agreed.

If the work of construction included in the insurance is incomplete within the time specified in the Schedule, the Insurer may extend the period of insurance on the Insured's paying additional premium as prescribed by the Insurer.

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## **ADD-ON COVERS**

Base cover can be extended on payment of additional premium:

1. Cover for insured contract works taken over or put into service
2. Existing property or property belonging to or held in care, custody or control by the insured
3. Vibration, Removal or Weakening of Support
4. Additional Cost of Completion
5. Automatic Reinstatement
6. Additional customs Duty
7. Brands and Trademarks
8. Deliberate Damage Clause
9. Temporary Removal
10. Temporary Repair
11. Involuntary Betterment
12. Cessation of Work
13. Cover for testing of machinery and installations
14. Waiver of Subrogation
15. Valuable Documents
16. Automatic Increase Clause
17. Owners Surrounding Property
18. Removal of Debris
19. Cover for Off-site Storage
20. Third Party Liability Cover With or without Cross Liability extension within geographical limits of India
21. Escalation costs

22. Extended maintenance cover
23. Construction Machineries, Plant and Equipment Extension
24. Expediting Cost including Air Freight and Express Freight
25. Design Defect Liability as per Munich Re Wordings (DE4)
26. Design Defect Liability as per Munich Re wording (DE 3)
27. Continuity of cover during operational phase for Unit/Plant tested but awaiting integral testing
28. Inland Transit
29. Employees' Personal Effects And Tools
30. Sound/Undamaged Property Destruction
31. Leased Equipment Rental Costs
32. Cover For External Debris
33. Incompatibility Of Undamaged Machinery
34. Errors & Omissions To Insure
35. Claim Preparation Cost
36. Salvage Disposal coverage
37. Temporary Structures And Plant & Equipment - Temporary works including roads, camps for workers, material storage place, Buildings / sheds / site offices / support structures, portacabins
38. Contractual Liability Cover
39. Civil Authority Clause
40. Cover of Manufacturers' Risk
41. Cover for Increased Customs Duty
42. Loss due to Breakage of Glass
43. Cover of Extra Charges for Overtime, Night Work, and Work on Public Holidays, Express Freight  
Excluding Air Freight
44. Design Improvement Exclusion DE-5
45. Loss or damage due to strike, riot and civil commotion (SRCC)
46. LEG 2/96 MODEL "CONSEQUENCES "DEFECTS WORDING
47. LEG 3/06 MODEL 'IMPROVEMENTS' DEFECTS EXCLUSION
48. LEG 3/96 MODEL 'IMPROVEMENTS' DEFECTS EXCLUSION
49. Limited Maintenance Visits Cover
50. Air Freight

## CLAUSES

1. On Account Payment Clause
2. Non-vitiating Clause
3. Multiple Insured

4. Policy Extension on pro-rata Basis
5. Innocent Non-Disclosure/Breach of Policy Conditions
6. Free Issue of Material
7. Serial losses
8. Intermittent Testing
9. Primary and Non-Contributory Clause
10. 50 : 50 Clause
11. Designation of Property
12. Special Conditions Concerning the Construction and/or Erection Time Schedule
13. Nominated Loss Adjusters Clause
14. Public Authorities Clause
15. 72 Hours Clause
16. Professional Fees Clause
17. Loss Minimization Expenses
18. Waiver of Contribution
19. Pair and set clause
20. No control clause
21. Co-insurance clause
22. Agreed bank clause
23. Event clause
24. Loss payee clause
25. Outright defect exclusion de-1
26. Extended defective condition exclusion de-2
27. Sanction, limitation and exclusion clause
28. Drilling work for water wells
29. Cofferdams
30. Declaration clause

## **ENDORSEMENTS**

1. Pipeline Construction
2. Exclusion Of Loss Of Stabilising Fluid
3. Road Construction
4. Piling Construction
5. Abandonment Of Shafts
6. Crops, Forests, Cultivated Areas
7. Existing Underground Cables

8. Contract Works Time Schedule
9. Temporary Access Roads
10. Special Conditions Concerning The Construction Of Dam And Water Reservoir
11. Special Conditions Concerning Safety Measures With Respect To Precipitation, Flood And Inundation
12. Special Conditions Concerning Removal Of Debris From Landslides
13. Terrorism Damage Covers Endorsement

## MAJOR EXCLUSIONS

1. War and Nuclear group of perils
2. Willful act / negligence
3. Loss discovered at time of taking inventory
4. Normal wear and tear; Gradual deterioration due to atmospheric conditions or otherwise, rust
5. Partial/Total Cessation of work.
6. Loss or damage due to faulty design.
7. Damage to files, drawings, accounts and bills etc.
8. Penalties for non-fulfillment of contractual obligations
9. Consequential losses
10. The details furnished above do not constitute the entire coverage, exclusions, terms and conditions. For full details please refer to our Policy document.

## PREMIUM

The premium is charged on the basis of:

- Scope of cover
- Construction location
- Sum insured
- Period of cover
- Add-ons
- Any other relevant factor for the proposed risk.

**For detailed understanding regarding the product refer to Policy Wordings of the Contractor's All Risk Policy.**

## CLAIMS PROCEDURE

In case of any Occurrence that may give rise to a claim under your policy, you must:

- a) inform us of this as soon as you can and in any event within 30 days of becoming aware of any such loss or damage. We may, at our sole discretion, condone the delay in notification of claim on merits based on the reason for delay furnished by You to Us in writing.
- b) provide such written documents and information as we may require and, if asked, include verification of

- particulars on oath; and
- c) take all steps within your power to minimise the extent of loss, damage or liability.
  - d) preserve any property affected and make it available for us or our representatives; and
  - e) inform the Police if the loss or damage has been caused by any act purporting to be an offence under the applicable laws; and forward to us every letter, writ, summons and process in relation to your claim as soon as you receive it; and
  - f) advise us in writing as soon as you receive notice of any prosecution or inquest that involves you and is relevant to your claim and provide any assistance that we may reasonably require.

## **B) Documentation**

The documents normally required to be submitted in the event of a claim are :

1. Duly completed Claim form
2. Estimate of loss
3. Invoice/ Bills/Receipts

Any other details/documents called for a specific loss

## **Grievance**

If You have any grievance about any matter relating to the policy, or Our decision on any matter, or Our decision about Your claim, You can pursue Your grievance with

1. Our Grievance Redressal Officer

You can send Your grievance in writing by post or email to Our Grievance Redressal Officer at the following address:

### **Grievance cell,**

Universal Sampo General Insurance Co.Ltd, Unit No. 601 & 602, 6th Floor, Reliable Tech Park, Cloud City Campus; Gut no 31, Mouje Elthan, Thane Belapur Road, Airoli, Navi Mumbai – 400708

If you have a grievance that you wish us to redress, you may contact us with the details of your grievance through:

- Emails – [grievance@universalsompo.com](mailto:grievance@universalsompo.com)
  - Designated Grievance Officer in each branch.
  - Company Website – [www.universalsompo.com](http://www.universalsompo.com)
2. The Consumer Affairs Department of IRDAI—You can register Your grievance on IRDAI's Integrated Grievance Management System (IGMS),
  3. The Insurance Ombudsman, depending on the nature of grievance and the financial implication, if any, or
  4. The Consumer Protection Forum or the Court.
  5. You can find more details about Insurance Ombudsmen at [www.irdai.gov.in](http://www.irdai.gov.in).

## **Contact Details**

- **Website:** [www.universalsompo.com](http://www.universalsompo.com)
- **Toll Free Numbers:** 1800-22-4030, 1800-200-4030
- **Landline Numbers:** (022)-39635200 (Chargeable)
- **E-mail :** [contactus@universalsompo.com](mailto:contactus@universalsompo.com)

- **Courier:** Universal Sampo General Insurance Co. Ltd, Unit No- 601 & 602 A Wing, 6th Floor, Reliable Tech Park, Cloud City Campus; Thane- Belapur Road, Airoli- 400708

**INSURANCE ACT 1938 SECTION 41- Prohibition of Rebates**

No person shall allow or offer to allow either directly or indirectly, as an inducement to any person to take out or renew or continue an insurance in respect of any kind of risk relating to lives or property in India, any rebate of the whole or part of the commission payable or any rebate of the premium shown on the policy, nor shall any person taking out or renewing a policy accept any rebate, except such rebate as may be allowed in accordance with the published prospectus or tables of the insurer.

ANY PERSON MAKING DEFAULT IN COMPLYING WITH THE PROVISIONS OF THIS SECTION SHALL BE PUNISHABLE WITH FINE WHICH MAY EXTEND TO TEN LAKHS RUPEES.

**Disclaimer: In the event of any question relating to interpretation of the insurance coverage, the policy document will prevail.**