

ERECTION ALL RISK INSURANCE - RETAIL

PROSPECTUS

Universal Sampo General Insurance Company introduces Erection All Risks (EAR) insurance which offers protection to principal and contractors and also to manufacturers and suppliers erecting machinery and plant etc. against financial loss due to any sudden fortuitous and unforeseen causes resulting in loss or damage to the property insured at the project site whilst being stored, erected, tested and commissioned.

Policy For Whom

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

Scope of Cover

Erection All Risks (EAR) policy covers all risks in respect of projects of erection, testing and commissioning subject to exclusions and term and conditions.

Extensions/Add-on Covers

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 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. Waiver of Subrogation
14. Valuable Documents
15. Automatic Increase Clause
16. Owners Surrounding Property
17. Removal of Debris
18. Cover for Off-site Storage
19. Third Party Liability Cover With or without Cross Liability extension within geographical limits of India
20. Escalation Costs
21. Extended Maintenance Cover
22. Construction Machineries, Plant and Equipment Extension
23. Expediting Cost including Air Freight and Express Freight
24. Design Defect Liability as per Munich Re Wordings (DE4)
25. Continuity of Cover During Operational Phase For Unit/Plant Tested but awaiting Integral Testing
26. Inland transit
27. Employees personal effects and tools
28. Sound/undamaged property destruction
29. Leased equipment rental costs

30. Cover for external debris
31. Incompatibility of undamaged machinery
32. Errors & omissions to insure
33. Claim preparation cost
34. Salvage disposal coverage
35. Temporary structures and plant & equipment - temporary works including roads, camps for workers, material storage place, buildings / sheds / site offices / support structures, portacabins
36. Contractual liability cover
37. Civil authority clause
38. Cover of manufacturers' risk
39. Cover for increased customs duty
40. Cover of extra charges for overtime, night work, and work on public holidays, express freight excluding air freight
41. Limited defective condition exclusion de-3
42. Design improvement exclusion de-5
43. Loss or damage due to strike, riot and civil commotion (srcc)
44. Leg 2/96 model "consequences" "defects wording
45. Leg 3/06 model 'improvements' defects exclusion
46. Leg 3/96 model 'improvements' defects exclusion
47. Limited maintenance visits cover
48. Air freight

Provision also exists for extending the policy period and testing period during the currency of the policy.

Clauses

1. On Account Payment Clause
2. Non-Vitiation Clause
3. Multiple Insured
4. Policy Extension On Pro-Rata Basis
5. Innocent Non-Disclosure / Breach Of Policy Conditions
6. Loss Payee
7. Free Issue Of Material
8. Serial Losses
9. Intermittent Testing
10. Primary And Non-Contributory Clause
11. 50:50 Clause
12. Designation Of Property
13. Special Conditions Concerning The Construction And/Or Erection Time Schedule
14. Public Authorities Clause
15. Nominated Loss Adjusters Clause

16. 72 Hours Clause
17. Professional Fees Clause
18. Loss Minimization Expenses
19. Waiver Of Contribution
20. Pair and set clause
21. No control clause
22. Co-insurance clause
23. Agreed bank clause
24. Event clause
25. Outright defect exclusion de-1
26. Extended defective condition exclusion de-2
27. Sanction, limitation and exclusion clause
28. Cofferdams
29. Declaration clause

Endorsements

1. Engg/End-101: Civil Engineering Works
2. Engg/End-102: Endorsements For Fire/Explosion Claims And Fire Fighting
3. Engg/End-107: Endorsement For Test Run Definition In Respect Of Thermal Power Station
4. Engg/End-108: Endorsement For Test Run Definition For Gas Turbines In Respect Of Combined Cycle Power Plant
5. Engg/End-109: Hydrocarbon Endorsement For Testing & Commissioning
6. Engg/End-110: Endorsement Concerning Storage
7. Engg/End-111: Endorsement Regarding Safety Measures
8. Engg/End-112: Endorsement Regarding Damage To Crops, Forests Etc.
9. Engg/End-114: Warranty Concerning Underground Cables And Pipes
10. Engg/End-115: Special Conditions For Open Trenches During Laying Of Pipelines Ducts And Cables
11. Engg/End-116: Cover Of Leak Search Costs When Laying Pipelines
12. Terrorism Damage Coverage Endorsement Circular: Engg/Gen /24/16/17/2002-14 Dated: 11th March, 2002

Exclusion

- War and Nuclear group of perils
- Willful act / negligence
- Loss discovered at time of taking inventory
- Normal wear and tear; Gradual deterioration due to atmospheric conditions or otherwise, rust
- Scratching of painted or polished surface, Breakage of glass
- Loss or damage due to faulty design, defective material or casting and bad workmanship (limited to items immediately affected)
- Cost of rectification or correction of any error during erection not resulting in physical loss or damage
- Damage to files, drawings, accounts and bills etc.
- Penalties for non-fulfillment of contractual obligations
- Consequential losses
- Aesthetic defects
- Operational deficiencies

- Costs of any alterations, additions and/or improvements after a claim
- Contractor's Plant and Machinery loss or damage by its own explosion/mechanical electrical breakdown/derangement

The details furnished above do not constitute the entire coverage, exclusions, terms and conditions. For full details please refer to our Policy document.

Basis of Sum insured

Completely erected value of the property inclusive of freights, custom duty and erection costs.

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

Grievances

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
- Designated Grievance Officer in each branch.
- Company Website – 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.

Contact Details

- **Website:** www.universalsompo.com
- **Toll Free Numbers:** 1800-22-4030, 1800-200-4030
- **Landline Numbers:** (022)-39635200 (Chargeable)
- **E-mail :** 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.