

ERECTION ALL RISK INSURANCE POLICY

POLICY WORDINGS

1. PREAMBLE

WHEREAS the insured named in the Schedule hereto had made to Universal Sompo General Insurance Co. Ltd., (hereinafter called 'the Company') a written proposal by completing a Proposal Form which together with any other statements made in writing by the insured for the purpose of this Policy, is deemed to be incorporated herein. NOW THIS POLICY OF INSURANCE WITNESSETH that subject to and in consideration of the Insured having paid to the Company, the premium mentioned in the said Schedule and subject to the terms, exclusions, provisions and conditions contained herein or endorsed hereon the company will indemnify the Insured against sudden and unforeseen physical loss of or damage to the property insured in the manner and to the extent hereinafter provided.

2. GENERAL EXCLUSION

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

- a) War, invasion, act of foreign enemy, hostilities or war like operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny, civil commotion, military or usurped power, martial law, conspiracy, confiscation, commandeering a group of malicious persons or persons acting on behalf of or in connection with any political organisation, requisition or destruction or damage by order of any government dejure or de facto or by any public, municipal or local authority.
- b) Nuclear reaction, nuclear radiation or radioactive contamination.
- c) Wilful act or wilful negligence of the Insured or of his responsible representative
- d) Cessation of work whether total or partial.

In any action, suit or other proceedings where the company allege that by reason of the provisions of Exclusion (a) above any loss, destruction, damage or liability is not covered by this insurance, the burden of proving that such loss, destruction, damage or liability is covered shall be upon the Insured. Policy Wording – Erection All Risk Insurance Policy UIN No. IRDAN134CP0010V01202122



e) Terrorism Damage Exclusion Warranty:

"Notwithstanding any provision to the contrary within this insurance it is agreed that this insurance excludes loss, damage cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this warranty an act of terrorism means an act, including but not limited to the use of force or violence and /or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purpose including the intention to influence any government and/or to put the public, or any section of the public in fear.

The warranty also excludes loss, damage, cost or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or to in any way relating to action taken in respect of an act of terrorism.

If the Company alleges that by reason of this exclusion, any loss, damage, cost or expenses is not covered by this insurance the burden of proving the contrary shall be upon the insured."

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

3. PERIOD OF COVER

The liability of the Company shall commence, only from the time after the unloading of the property specified in the Schedule from any conveyance at the site specified in the schedule or the date of commencement specified in the schedule which ever may be laterand shall continue until immediately after the first test operation or test loading is concluded (whichever is earlier) but in no case beyond four weeks from the day on which after completion of erection a trial running is made and/or readiness for work is declared by the erectors/contractors, whichever is earlier. If however, a part of a plant or one or several machine/s is/are tested and put into operation the cover and consequently the liability of the Company for that particular part of the plant or machine ceases whereas it continues for the remaining parts which are not yet ready.

In case after the expiry of four weeks of trial running, approval of the plant or any part thereof is not given by the concerned Authorities the cover for the extended period of further trial running can be covered at extra premium to be arranged before hand.



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

In the case of second-hand/used property, the insurance hereunder shall however, cease immediately on the commencement of the testing.

At the latest, the insurance shall expire on the date specified in the Schedule but if the work of erection and test operations included in the insurance is not completed within the time specified hereunder, the company may extend the period of Insurance but the Insured shall pay to the Company additional premium at agreed rates.

4. GENERAL CONDITIONS

- 1. The due observance and fulfillment of the terms of this Policy in so far as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers in the questionnaire and proposal made by the Insured shall be a condition precedent to any liability of the company
- 2. The Schedule and the Section(s) shall be deemed to be incorporated in and form part of this policy and the expression 'this Policy' wherever used in this contract shall be read as including the Schedule and the Section(s). Any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule or of the Section(s) shall bear such meaning wherever it may appear.
- **3.** The Insured shall at his own expense take all reasonable precautions and comply with all reasonable recommendations of the Company to prevent loss, damage or liability and comply with statutory requirements and manufacturers' recommendations.
- **4(a)** Representatives of the Company shall at any reasonable time have the right to inspect and examine the risk and the Insured shall provide the representatives of the company with all details and information necessary for the assessment of the risk.
 - b) The Insured shall immediately notify the Company by telegram and in writing of any material change in the risk and cause at his own expense such additional precautions to be taken as circumstances may require and the scope of cover and/or premium shall, if necessary be adjusted accordingly. No material alteration shall be made or admitted by the Insured whereby the risk is increased unless the continuance of the Insurance be confirmed in writing by the Company.



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

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

Upon notification being given to the Company under this condition, the Insured may carry out the repair or replacement of any minor damage not exceeding Rs. 7,500/-. In all other cases a representative of the company shall have the opportunity of inspecting the loss or damage before any repairs or alterations are affected. If a representative of the company does not carry out the inspection within a period of time which could be considered as adequate under the circumstances the Insured is entitled to proceed with the repairs or replacement.

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

- 6. The Insured shall at the expense of the Company do and concur in doing and permit to be done all such acts and things as may be necessary or required by the Company in the interest of any rights or remedies, or of obtaining relief or indemnity from parties (other than those insured under this Policy) to which the company shall be or would become entitled or subrogated upon their paying for or making good any loss or damage under this Policy, whether such acts and things shall be or become necessary or required before or after the Insured's indemnification by the company.
- 7. The parties to the contract may mutually agree and enter into a separate Arbitration Agreement to settle any and all disputes in relation to this policy. Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.
- 8. If a claim is in any respect fraudulent, or if any false declaration is made or used in support thereof, or if any fraudulent means or devices are used by the Insured or anyone acting on his behalf to obtain any



benefit under this Policy, or if a claim is made and rejected and no action or suit is commenced within three months after such rejection or, in case of arbitration taking place as provided therein, within three months after the Arbitrator or Arbitrators have made their award, all benefit under this Policy shall be forfeited.

- **9.** If at the time any claim arises under this Policy there be any other insurance covering the same loss, damage or liability the company shall not be liable to pay or contribute more than their rateable proportion of any claim for such loss, damage or liability.
- 10. This insurance may be terminated at the request of the Insured at any time in which case the Insurers will refund appropriate premium amount subject to the following conditions.
 - i) Claims experience under the policy as on date of cancellation should be less than 60 % of reworked premium.
 - ii) The unexpired period is not less than 3 months or 25% of the policy period, whichever is less
 - iii) Testing period should not have commenced.

This insurance may also at any time be terminated at the option of the Insurer by 15 days notice to that effect being given to the Insured in which case the Insurers shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of cancellation.

5. SECTION 1 - MATERIAL DAMAGE

COVERAGE	EXCLUSIONS
The Company hereby agrees with the Insured (subject to the exclusions and conditions contained herein or endorsed hereon) that if, at any time during the period of insurance stated in the said Schedule, or during any further period of	 EXCLUSIONS The Company, shall not, however, be liable for - a) the first amount of the loss, arising out of ea and every occurrence, shown as Excess in the Schedule; b) loss discovered only at the time of taking of
extension thereof the property (except packing materials of any kind) or any part thereof described in the said Schedule be lost, damaged or destroyed by any cause, other than those specifically excluded hereunder, in a manner necessitating replacement or repair the Company will	 inventory; c) normal wear and tear, gradual deterioration due to atmospheric conditions or otherwise, rust, scratching of painted or polished surfaces or breakage of glass;

ay or make good all such loss or damage
o to an amount not exceeding in respect
f each of the items specified in the
chedule the sum set opposite thereto and
ot exceeding in the whole the total sum
sured hereby -
he Company will also reimburse the sured for the cost of clearance and emoval of debris following upon any event aving rise to an admissible claim under this olicy but not exceeding in all the sum (if ny) set opposite thereto in the Schedule.

6. PROVISIONS APPLYING TO SECTION - I

Memo 1. SUM INSURED -

It is a requirement of this insurance that the Sum of Insurance stated in the Schedule shall not be less than the completely erected value of the property inclusive of freights, customs duty, erection cost and the Insured undertakes to increase or decrease the amount of insurance in the event of any material fluctuation in the level of wages or prices. Provided always that such increase or decrease shall take effect only after the same has been recorded on the Policy by the Company.

If, in the event of the occurrence of a loss, or damage it is found that the Sum Insured representing the completely erected value of the property and/or of particular items involved is less than the amount required to be insured the amount recoverable by the Insured under the Policy shall be reduced in such proportion as the Sum Insured bears to the amount required to be insured.

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Memo 2. PREMIUM ADJUSTMENT -

The sum insured under the Policy representing the completely erected value of the plant machinery/project shall be adjustable at completion of erection on the basis of the actual values to be declared by the insured in respect of freight and handling charges, customs dues and costs of erection and the difference in premium shall be met with by payment, at the rate agreed to or by the insured as the case may be. Any increase or decrease in prime cost of Plant and Equipment shall not be the subject matter of premium adjustment.

Memo 3. BASIS OF LOSS SETTLEMENT -

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

a) in the case of damage which can be repaired, the cost of repairs necessary to restore the items to their condition immediately before the occurrence of the damage less salvage,

OR

b) in the case of a total loss the actual value of the items immediately before the occurrence of the loss **less** salvage;

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

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

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

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

Extension of Cover – Any extra charges incurred for overtime, work on holidays, express freight (including air freight), are not covered by this insurance, unless agreed upon at an additional premium.

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

Memo 4. CONSTRUCTION PLANT AND MACHINERY -



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

Memo 5 - SURROUNDING PROPERTY -

Loss or damage to property located on or adjacent to the site and belonging to or held in care, custody or control of the Principal(s) or the Contractor (s) shall only be covered if occurring directly due to the erection, construction or testing of the items insured under Section I and happening during the period of cover, and provided that a separate Sum therefor has been entered in the Schedule under Section I, Item 3 for Principal's specified surrounding property. This cover does not apply to construction/erection machinery, plants and equipment.

Memo 6 – MAJOR PERILS/ACTS OF GOD CLAIMS -

The Major Perils/Acts of God Claims shall mean the claims arising out of -

- a) Earthquake Fire & Shock
- b) Landslide/Rockslide/Subsidence,
- c) Flood/Inundation,
- d) Storm/Tempest/Hurricane/Typhoon/Cyclone/lightning or other atmospheric disturbances.

7. SECTION II - THIRD PARTY LIABILITY

COVERAGE	EXCLUSIONS		
The Company will indemnify the Insured	The Company will not indemnify the Insured		
against -	in respect of -		
a) Legal liability for accidental loss or	1. The Excess stated in the Schedule to be		
damage caused to property of other	borne by the Insured in any one		
persons including property held in trust	occurrence related to property damage		
by or under custody of the Insured for	2. Expenditure incurred in doing or redoing		
which he is responsible excluding any	or making good or repairing or		
such property used in connection with	replacing anything covered or coverable		
erection thereon;	under Section I of this Policy;		
b) Legal liability (liability under contract	3. Liability consequent upon -		
excepted) for fatal or non-fatal injury	a) bodily injury to or illness of		
to any person other than the Insured's	employees or workmen of the		
own employees or workman or	Contractor(s) or the Principal(s) or		
employees of the owner of the works or	any other firm connected with the		



premises or other firms connected with any other erection work thereon, or members of the Insured's family or of any of the aforesaid; directly consequent upon or solely due to the erection of any property described in the Schedule. Provided that the total liability of the Company during the period of Insurance under this clause shall not exceed the limits of Indemnity set opposite thereto in the Schedule.

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

- a) all cost and expenses of litigation recovered by any claimant from the Insured, and
- b) all costs and expenses incurred with the written consent of the Company.
 The exclusion contained in paragraphs
 (d), (f) & (g) in Section I of this
 Policy shall apply to this Section also.

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;
- 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.

8. CONDITIONS APPLYING TO SECTION II

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



can be settled and the company shall thereafter be under no further liability in respect of such accident under this section.

9. Grievances

If You have a grievance about any matter relating to the Policy, or Our decision on any matter, or the claim, You can address Your grievance as follows:

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

In case of any grievance the insured person may contact the company through:

Website: <u>www.universalsompo.com</u>

Toll free: 1 - 800 - 224030 (For MTNL/BSNL Users) or 1 - 800 - 2004030

E-mail: contactus@universalsompo.com

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

Insured person may also approach the grievance cell at any of the company's branches with the details of grievance

If Insured person is not satisfied with the redressal of grievance through one of the above methods, insured person may contact the grievance officer at <u>grievance@universalsompo.com</u>

For updated details of grievance officer, kindly refer the link <u>www.universalsompo.com</u>

Grievance may also be lodged at IRDAI Integrated Grievance Management System - <u>https://igms.irda.gov.in/</u>

1. Consumer Affairs Department of IRDAI

- a.) In case it is not resolved within 15 days or if You are unhappy with the resolution You can approach the Grievance Redressal Cell of the Consumer Affairs Department of IRDAI by calling Toll Free Number 155255 (or) 1800 4254 732 or sending an e-mail to <u>complaints@irdai.gov.in</u>. You can also make use of IRDAI's online portal Integrated Grievance Management System (IGMS) by registering Your complaint at igms.irda.gov.in.
- b.) You can send a letter to IRDAI with Your complaint on a Complaint Registration Form available by clicking here. You must fill and send the Complaint Registration Form along with any documents by post or courier to General Manager, Insurance Regulatory and Development Authority of India (IRDAI), Consumer Affairs Department Grievance Redressal Cell, Sy.No.115/1, Financial District, Nanakramguda, Gachibowli, Hyderabad- 500032.
- c.) You can visit the portal <u>http://www.policyholder.gov.in</u> for more details.

2. Insurance Ombudsman

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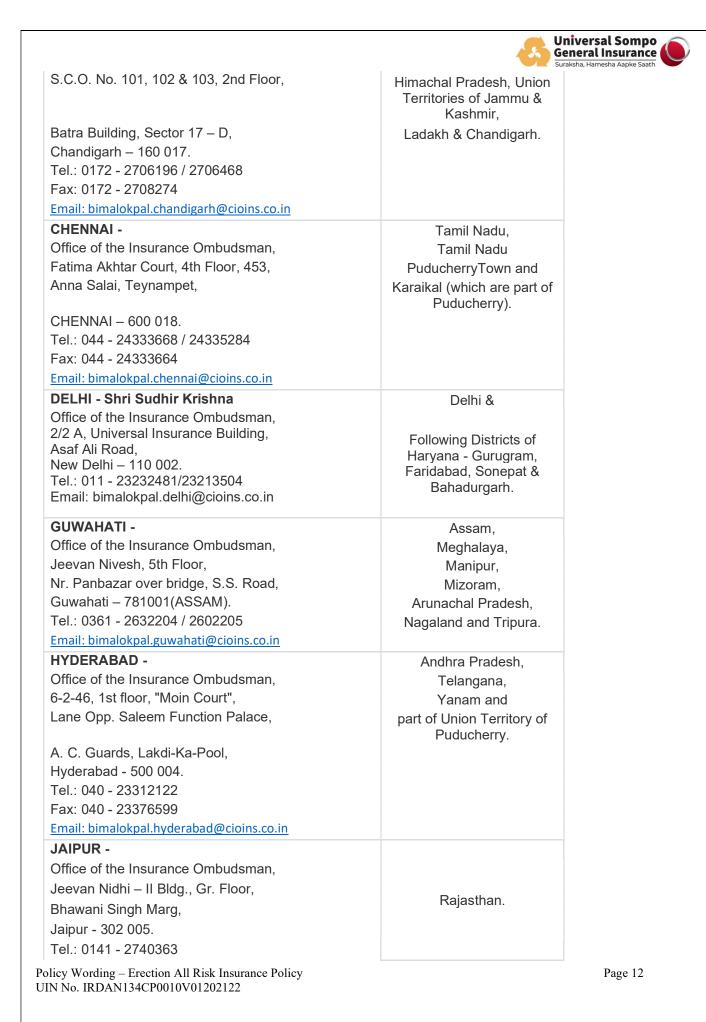
You can approach the Insurance Ombudsman depending on the nature of grievance and financial implication, if any. Information about Insurance Ombudsmen, their jurisdiction and powers is available on the website of the Insurance Regulatory and Development Authority of India (IRDAI) at <u>www.irdai.gov.in</u>, or of the General Insurance Council at <u>www.generalinsurancecouncil.org.in</u>, the Consumer Education Website of the IRDAI at <u>http://www.policyholder.gov.in</u>, or from any of Our Offices.

IRDAI Integrated Grievance Management System – <u>https://igms.irda.gov.in/</u>

The contact details of the Insurance Ombudsman offices are as below-

Office Details	Jurisdiction of Office Union Territory,District)	
AHMEDABAD - Shri Kuldip Singh	Gujarat,	
Office of the Insurance Ombudsman,	Dadra & Nagar Haveli,	
Jeevan Prakash Building, 6th floor,	Daman and Diu.	
Tilak Marg, Relief Road,		
Ahmedabad – 380 001.		
Tel.: 079 - 25501201/02/05/06		
Email: bimalokpal.ahmedabad@cioins.co.in		
BENGALURU -		
Office of the Insurance Ombudsman,		
Jeevan Soudha Building,PID No. 57-27-N-19		
Ground Floor, 19/19, 24th Main Road,	Karnataka.	
JP Nagar, Ist Phase,		
Bengaluru – 560 078.		
Tel.: 080 - 26652048 / 26652049		
Email: bimalokpal.bengaluru@cioins.co.in		
BHOPAL -	Madhya Pradesh	
Office of the Insurance Ombudsman,	Chattisgarh.	
Janak Vihar Complex, 2nd Floor,		
6, Malviya Nagar, Opp. Airtel Office,		
Near New Market,		
Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202		
Fax: 0755 - 2769203		
Email: bimalokpal.bhopal@cioins.co.in		
BHUBANESHWAR - Shri Suresh Chandra Panda		
Office of the Insurance Ombudsman,		
62, Forest park,		
Bhubneshwar – 751 009.	Oriese	
	Orissa.	
Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429		
Email: bimalokpal.bhubaneswar@cioins.co.in	D	
CHANDIGARH - Office of the Insurance Ombudsman,	Punjab,	
Office of the insurance Ombudsman,	Haryana(excluding Gurugram, Faridabad, Sonepat and Bahadurgarh	
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Email: bimalokpal.jaipur@cioins.co.in





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Fax: 022 - 26106052		
Email: bimalokpal.mumbai@cioins.co.in		
NOIDA - Shri Chandra Shekhar Prasad	State of Uttaranchal and the following Districts of Uttar Pradesh:	
Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in	Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.	
PATNA - Shri N. K. Singh Office of the Insurance Ombudsman, 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068 Email: bimalokpal.patna@cioins.co.in	Bihar, Jharkhand.	
PUNE - Shri Vinay Sah	Maharashtra,	
Office of the Insurance Ombudsman,	Area of Navi Mumbai and Thane	
Jeevan Darshan Bldg., 3rd Floor,	excluding Mumbai Metropolitan Region.	
C.T.S. No.s. 195 to 198,		
N.C. Kelkar Road, Narayan Peth,		
Pune – 411 030.		
Tel.: 020-41312555		
Email: bimalokpal.pune@cioins.co.in		