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|-----------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|
| <b>CONTRACTOR ALL RISK INSURANCE POLICY</b>                     |                                                                                                                                                                |                                    |
| UIN- IRDAN115RP0021V01200708 Engg 04                            |                                                                                                                                                                |                                    |
| <b>S C H E D U L E</b>                                          |                                                                                                                                                                |                                    |
| Policy No: 5004/222745076/00/000 (TRUE COPY)                    |                                                                                                                                                                | Issued At: Mumbai Date: 29/06/2021 |
| A) Name & Address of the Insured :                              | OFFICE OF THE EXECUTIVE ENGINEER R.W.D. WORKS DIVISION,<br>BENIPATTI A/C ARUN KUMAR<br>Village Ladugama<br>Jogiara Benipatti<br>Madhubani<br>Bihar Pin- 847223 |                                    |
| B) Name & Address of the Principal :                            | OFFICE OF THE EXECUTIVE ENGINEER R.W.D WORKS DIVISION<br>BENIPATTI A/C ARUN KUMAR<br>VILLAGE LADUGAMA, JOGIARA,<br>BENIPATTI, MADHUBANI, BIHAR, 847223         |                                    |
| C) Name & Address of the Contractor :                           | ARUN KUMAR<br>Same as Mailing Address of Insured                                                                                                               |                                    |
| D) Intermediary Details:                                        | Agency Code1: ILG55213<br>Agency Name: MOHAMMAD AFTAB ALAM<br>Agent's mobile no.: 9199309691<br>Agent's E-mail ID : storeonlineindia@gmail.com                 |                                    |
| Hypothecation Details                                           | NA                                                                                                                                                             |                                    |
| E) Site of Construction/Storage:                                | WORK L030 TO MAHTO TOL PACHLAKHA--UNDER MMGSY BLOCK<br>MADHWAPUR----847225----BIHAR--MADHUBANI                                                                 |                                    |
| F) Period of Insurance :                                        | From: 29/06/2021 Time: 00:00 Hours<br>To Midnight of 22/12/2021<br>+60 months of extended maintenance/maintenance period                                       |                                    |
| Premium Break Up                                                | (Rs.)                                                                                                                                                          | Premium (Rs.)                      |
| *Total Premium                                                  | (Rs.)                                                                                                                                                          | 8,503.08                           |
| *Premium value mentioned above is inclusive of taxes applicable |                                                                                                                                                                |                                    |
| G) Nature of Project                                            | Roads                                                                                                                                                          |                                    |



ICICI Lombard General Insurance Company LTD  
ICICI LOMBARD HOUSE, 414, Veer Savarkar Marg,  
Near Siddhi Vinayak Temple, Prabhadevi, Mumbai 400 025

Description of Project Works:

Roads,  
In Townships Only/Concrete Based Roads

| Insured Items                                                                                                     | Sum Insured      |
|-------------------------------------------------------------------------------------------------------------------|------------------|
| Section I- Material Damage                                                                                        |                  |
| a).Contract work (Permanent and temporary including all material to be Incorporated therein)                      |                  |
| 1) Contract price                                                                                                 |                  |
| 2) Materials or item supplied by the principal                                                                    |                  |
| b).Any Other sworks, & installation not included in 1 and 2 above (eg camp,colony,store etc as per list enclosed) |                  |
| Total for Section I                                                                                               | Rs. 7,047,050.00 |
| Section II - Third Party Liability                                                                                |                  |
| Limit of Indemnity                                                                                                |                  |
| a) For any one accident                                                                                           |                  |
| b) For all accidents during the period                                                                            |                  |

H) Deductibles for Section I and II -

|                                              |                                                                                                                                                                                                                   |
|----------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| a) For Other Perils Claims                   | 5.00% of claim amount subject to minimum of Rs. 2,250,000.00                                                                                                                                                      |
| b) For AOG/Major Perils/Design Defect Claims | 10.00% of claim amount subject to minimum of Rs. 11,250,000.00                                                                                                                                                    |
| c) Third Party Liability Excess              |                                                                                                                                                                                                                   |
| I. Bodily Injury Claims                      | Nil                                                                                                                                                                                                               |
| II. Property Damage Claims                   | The Policy Excesses (Normal) should apply for Third Party Liability Property Damage Claims. For Third Party Liability claims arising out of Acts of God Perils, the Excess applicable to AOG claims should apply. |

I) Additional Covers :

| S. No. | Endorsement Description                          | Limit of Indemnity | Deductible                    |
|--------|--------------------------------------------------|--------------------|-------------------------------|
| 1      | Earthquake Cover(Full cover)                     | 7,047,050.00       | Applicable as per Section - I |
| 2      | Third Party Liability Cover With Cross Liability | 600,000.00         |                               |
| 3      | Extended Maintenance Cover                       | 7,047,050.00       | Applicable as per AOG excess  |

J) Clause

- 1 In the event of total loss claim being honored, the claimed amount will be paid after deducting the unpaid premium installments
- 2 Subject to End 9 - Third Party Liability attached herewith.
- 3 Subject to End 19 - Road Construction attached herewith
- 4 Subject to End 16/n - Extended Maintenance Cover attached herewith
- 5 Subject to End 27 - Safety measures with respect to precipitation flood and inundation attached herewith
- 6 Subject to End 23 - Existing underground cables
- 7 Subject to End 22 - Crop, forests, cultivated areas attached herewith
- 8 Subject to Subject to End 32 - Terrorism Damage Exclusion attached herewith.
- 9 Subject to End 13 - Earthquake inclusion attached herewith
- 10 Policy shall stand canceled ab intio in the event of non-realization of the premium
- 11 Section Warranty
- 12 Munich Re's Wet Risk Endorsement

K) Condition :

- 1 All property on the site of nuclear power station whether related to generation of nuclear energy or not, are excluded from scope of this insurance
- 2 Communicable Disease Exclusion Endorsement (Part 1 of 2)
- 3 Communicable Disease Exclusion Endorsement (Part 2 of 2)
- 4 ROADEXCESS

L) Warranty

- 1 Warranted that Project Location is 2 Kms far away from all sorts of water bodies
- 2 Warranted that there is 24 hrs security at the project site as well as at storage site.
- 3 Warranted that there are sufficient de-watering facilities at the project site as well as at storage site.
- 4 Warranted that policy start date declared in this proposal is same as start date of commencement of work or date of arrival of the first consignment at the site of construction/ erection.
- 5 Losses prior to the inception of this policy are excluded from cover.
- 6 Warranty concerning construction material
- 7 Outright Defect Exclusion DE 1 attached herewith

Subject otherwise to terms and conditions of **Contractor All Risks** Insurance Policy

In witness whereof the undersigned acting on behalf and under the Authority of the Insurer that hereunder set his hand at Mumbai on this day 29-06-2021 .



**Authorised Signatory**  
ICICI Lombard General Insurance  
Company Ltd.

GSTIN Reg. No: 10AAACI7904G1Z2  
IL GIC GSTIN Address : Second UMA Complex Frazer Road Patna Bihar 800001  
HSN/SAC code : 997139 - GENERAL INSURANCE SERVICES

The stamp duty of Rs. 0.50 /- paid in cash or by demand draft or by pay order, vide Reciept/challan no. CSD262021165121 dated 05/05/2021 .

### **Terrorism Damage Exclusion Warranty**

This Policy 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 exclusion, an act of terrorism means an act or series of acts, 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), or unlawful associations, recognized under Unlawful Activities (Prevention) Amendment Act, 2008 or any other related and applicable national or state legislation formulated to combat unlawful and terrorist activities in the nation for the time being in force, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear for such purposes.

This exclusion also includes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to the above.

**CONTRACTOR'S ALL RISKS INSURANCE ENDORSEMENT**  
**END-13      EARTHQUAKE**

In consideration of the payment of additional premium by the Insured to the Company, it is hereby agreed and declared that notwithstanding anything stated in the printed exclusions of this policy to the contrary, this Insurance is extended to cover loss or damage (including loss or damage by fire) to any of the property Insured by this policy occasioned by or through or in consequence of earthquake including flood or overflow of the sea, lakes, reservoirs and rivers and/or Landslide / Rockslide resulting therefrom.

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.

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**CONTRACTOR'S ALL RISKS INSURANCE ENDORSEMENT**  
**END-16/n    EXTENDED MAINTENANCE COVER**

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 extra premium this insurance shall be extended for the maintenance period specified hereunder to cover 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.
- 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 Period as as specified in the policy schedule

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**CONTRACTOR'S ALL RISKS INSURANCE ENDORSEMENT**  
**END-22        CROPS, FORESTS, CULTIVATED AREAS**

Notwithstanding the conditions, provisions and other endorsements of the Policy, it is agreed and understood that the Insurers shall not be liable to indemnify the Insured in respect of any loss, damage or liability directly or indirectly caused to crops, forests and/or other cultures during the execution of the contract works.

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**CONTRACTOR'S ALL RISKS INSURANCE ENDORSEMENT**

**END-27 SAFETY MEASURES WITH RESPECT TO PRECIPITATION, FLOOD AND INUNDATION**

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 10 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 idemnifiable.

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**CONTRACTOR'S ALL RISKS INSURANCE ENDORSEMENT**  
**END-19      ROAD CONSTRUCTION**

It is hereby warranted and agreed that, notwithstanding anything contained in this policy to the contrary, the following special conditions shall apply -

The length of the working area (excavation and construction of coffer etc., however except final surfacing) shall never exceed limit as specified in the policy schedule at any work face and a total of limit as specified in the policy schedule at all work faces combined.

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## CONTRACTOR'S ALL RISKS INSURANCE ENDORSEMENT

### END-9 THIRD PARTY LIABILITY

The company will indemnify the insured against -

- a) legal liability for accidental loss or damage caused to property of other persons including property held in trust by or under custody of the Insured for which he is responsible excluding any such property used in connection with construction thereon.
- b) legal liability (liability under contract excepted) for fatal or non-fatal injury to any persons other than the Insured's own employees or workmen or employees of the owner of the works or premises or other firms connected with any other construction work thereon, or members of the Insured's family or of any of the aforesaid; directly consequent upon or solely due to the construction of any property described in the Schedule.

Provided that the total liability of the Company during the period of Insurance under this cause 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 costs and expenses of litigation recovered by any claimant from the Insured,
- 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 also to this Section.

#### EXCLUSIONS-

The Company will not indemnify the Insured 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.

#### CONDITIONS-

1. 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 proceeding 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 anyone accident/ anyone period, but deducting therefrom 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.

### Sanction Limitation and Exclusion Clause

No (Re) Insurer Shall be deemed to provide cover and no (Re) insurer shall be liable to pay any claim and provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (Re) Insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

## CONTRACTOR'S ALL RISKS INSURANCE POLICY

Whereas the Insured named in the schedule hereto had made to ICICI Lombard General Insurance Company Limited (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 hereto.

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 schedule and subject to the terms, exclusions, provisions and conditions contained herein or endorsed hereon, the Company will indemnify the Insured in the manner and to the extent hereinafter provided.

### GENERAL EXCLUSIONS

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 de jure 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.

### PERIOD OF COVER

#### Construction Period

The liability of the Company shall commence, (notwithstanding any date to the contrary specified in the Schedule) only from the time of commencement of work or after the unloading of the property specified in the Schedule from any conveyance at the site specified in the Schedule whichever is earlier and shall expire on the date specified in the Schedule. However, the Company's liability expires also for parts of the insured contract works taken over or put into service by the Principal prior to the expiry date specified in the Policy whichever shall be earlier.

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

At the latest, the insurance shall expire on the date specified in the Schedule but if the work of construction 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 rates to be prescribed by the Company.

### GENERAL CONDITIONS

1. The due observance and fulfilment 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 statement 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 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.

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 occurrence.

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. 2,500/ -. 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 effected. 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. If any dispute or difference shall arise as to the quantum to be paid under this Policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator, to be appointed in writing by the parties to or if they cannot agree upon a single arbitrator within 30 days of any party invoking Arbitration, the same shall be referred to a panel of three Arbitrators comprising of two Arbitrators - one to be appointed by each of the parties to the dispute/difference, and the third Arbitrator to be appointed by such two Arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act 1996.

It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as hereinbefore provided, if the Company has disputed or not accepted liability under or in respect of this Policy.

It is hereby expressly stipulated and declared that it be condition precedent to any right of action or suit upon this Policy that the award by such arbitrator, arbitrators or umpire of the amount of the loss or damage shall be first obtained.

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 any one 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 or Umpire have made their award, all benefits 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 as decided by the Tariff Advisory Committee subject to the following conditions:-

- a) claims experience under the policy as on date of cancellation should be less than 60% of reworked premium.
- b) The unexpired period is not less than 3 months or 25% of the policy period, whichever is less.
- c) 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 Insurer shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of cancellation.

## SECTION - I MATERIAL DAMAGE

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 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 pay or make good all such loss or damage upto an amount not exceeding in respect of each of the items specified in the Schedule the sum set opposite there to and not exceeding in the whole the total sum insured hereby.

The Company will also reimburse the Insured for the cost of clearance and removal of debris following upon any event giving rise to an admissible claim under this Policy but not exceeding in all the sum (if any) set opposite thereto in the Schedule.

### EXCLUSIONS TO SECTION - I

The Company, shall not, however, be liable for

- a) the first amount of the loss arising out of each and every occurrence shown as Excess in the Schedule;
- b) loss discovered only at the time of taking an inventory;
- c) normal wear and tear, gradual deterioration due to atmospheric conditions or lack of use or obsolescence or otherwise, rust, scratching of painted or polished surfaces or breakage of glass;
- d) loss or damage due to faulty design;
- e) the cost of replacement, repair or rectification of defective material and/or workmanship, but this exclusion shall be limited to the items immediately affected and shall not be deemed to exclude loss of or damage to correctly executed items resulting from an accident due to such defective material and/ or workmanship;
- f) the cost necessary for rectification or correction of any error during construction unless resulting in physical loss or damage;
- g) loss of or damage to files, drawings, accounts, bills, currency, stamps, deeds, evidence of debt, notes, securities, cheques, packing materials such as cases, boxes, crates;
- h) any damage or penalties on account of the Insured's non-fulfilment of the terms of delivery or completions under his Contract of construction or of any obligations assumed thereunder or lack of performance including consequential loss of any kind or description or for any aesthetic defects or operational deficiencies;
- i) loss of or damage to vehicles licensed for general road use or water borne vessels or Machinery/Equipment mounted or operated or fixed on floating vessels/craft/barges or aircraft.

### PROVISIONS APPLYING TO SECTION - I

#### Memo 1. SUM INSURED

It is a requirement of this insurance that the sums insured stated in schedule shall not be less than the fully erected value of the property inclusive of freights, Custom 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 the loss or damage, it is found that the Sum Insured representing the completely erected value of the property and/ or of particular item involved is less than the amount required to be insured, then the amount recoverable by the Insured under this Policy shall be reduced in such proportion as the Sum Insured bears to amount required

#### **Memo 2 - PREMIUM ADJUSTMENT**

to be insured.

The Sum Insured under the Policy representing the complete value of the contract works shall be adjustable at completion of the construction on the basis of actual values to be declared by the Insured in respect of freight and handling charges, customs dues and construction cost and 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 the Prime cost of materials shall not be the subject matter of premium adjustment.

#### **Memo 3 - REINSTATEMENT OF SUM INSURED**

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 on 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 - 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 property 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 property immediately before the occurrence of the loss less salvage;

however, only to the extent the cost 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 property 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.

#### **Memo 5 - EXTENSION OF COVER**

Any extra charges incurred for overtime, work on holidays, express freight (excluding air freight) are not covered by this insurance unless agreed upon at an additional premium to be prescribed by the Company.

#### **Memo 6 - 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 7 - SURROUNDING PROPERTY**

Loss of 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 construction 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, for Principal's specified surrounding property. This cover does not apply to construction/erection machinery, plants and equipment.

#### **Memo 8 - MAJOR PERILS/ AOG PERILS**

The major peril claims shall mean claims arising out of:

- a) earthquake - Fire & Shock
- b) landslide/ rockside/ subsidence
- c) flood/Inundation
- d) storm/ tempest/ hurricane/ typhoon/ cyclone/ lightning or other atmospheric disturbances
- e) collapse
- f) water damage for "wet" risk i.e. contracts involving works in rivers, canals, lakes or sea.

#### **Memo 9. RE-INSTATEMENT OF THE INDEMNITY LIMIT**

Re-instatement of the indemnity limit on payment of additional premium after occurrence of claim can be allowed for extensions like express freight, overtime, surrounding property, air freight.

#### **SECTION II - THIRD PARTY LIABILITY:**

The Company will indemnify the Insured against:

- a) Legal liability for accidental loss or damage caused to property of other persons including property held in trust by or under custody of the Insured, for which he is responsible, excluding any such property used in connection with construction thereon.
- b) Legal liability (liability under contract excepted) for fatal or non-fatal injury to any persons other than the Insured's own employees or workmen or employees of the owner of the construction work thereon, or members of the Insured's family or of any of the aforesaid; directly consequent upon or solely due to the construction of any property described in the Schedule.

Provided that the total liability of the Company during the period of Insurance under this cause 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 costs and expenses of litigation recovered by any claimant from the Insured,
- b) all costs and expenses incurred with the written consent of the Company.

The exclusion contained in paragraphs (d), (f) and (g) in Section I of this Policy shall apply also to this Section.

**EXCLUSIONS TO SECTION II**

The Company will not indemnify the Insured 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 the aforesaid;
  - c) Any accident caused by vehicles licensed for general road used 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.

**CONDITIONS APPLYING TO SECTION II**

- 1. 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 defense 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 proceeding 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 anyone accident/ anyone period, but deducting therefrom 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.

**GRIEVANCE CLAUSE**

In case you are aggrieved in any way, You should do the following

- i. For resolution of any query or grievance, Insured may contact the respective branch office of The Company or may call us at toll free no. 1800 2666 or email us at [customersupport@icicilombard.com](mailto:customersupport@icicilombard.com) or write to us at  
  
Grievance Redressal Officer  
ICICI Lombard General Insurance Company Ltd.  
ICICI Lombard House, 414, Veer Savarkar Marg,  
Near Siddhi Vinayak Temple, Prabhadevi, Mumbai- 400025.
- ii. If you are not satisfied with the resolution provided, you may approach us at the sub section "Grievance Redressal" on our website [www.icicilombard.com](http://www.icicilombard.com) (Customer Support section).
- iii. In case your complaint is not fully addressed by the insurer, you may use the Integrated Grievance Management System (IGMS) for escalating the complaint to IRDA. Through IGMS you can register your complaint online and track its status. For registration please visit IRDA website [www.irda.gov.in](http://www.irda.gov.in). If the issue still remains unresolved, you may,subject to vested jurisdiction, approach Insurance Ombudsman for the redressal of the grievance.

The details of Insurance Ombudsman are available below:-

| Sr. No | Name of office of insurance Ombudsman                                                                                                                                                                            | Territorial Area of jurisdiction                                                  |
|--------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|
| 1      | <b>Ahmedabad:</b> 2nd Floor, Ambika House, near C.U. Shah college, Ashram road, Ahmedabad-380014<br>Tel No. 079-27546840, 27545441 Fax No..079-27546412.<br>Email-bimalokpal.ahmedabad@gbic.co.in                | State of Gujarat and Union Territories of Dadra & Nagar Haveli and Daman and Diu. |
| 2      | <b>Bengaluru:</b> 19/19, Jeevan Soudha Building, Ground Floor, 24th Main Road, JP Nagar, 1st Phase, Bengaluru-560 078.<br>Tel.:- 080-26652048 / 26652049<br>Email:- bimalokpal.bengaluru@gbic.co.in              | State of Karnataka.                                                               |
| 3      | <b>BHOPAL:</b> Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp.Airtel Office, Near New Market, Bhopal-462 033.<br>Tel.:- 0755-2769200/201/202<br>Fax:- 0755-2769203<br>Email:- bimalokpalbhopal@gbic.co.in | States of Madhya Pradesh and Chattisgarh.                                         |
| 4      | <b>BHUBANESHWAR:</b> 62, Forest park, Bhubaneswar-751 009.<br>Tel.:- 0674-2596461 / 2596455<br>Fax:- 0674-2596429<br>Email:- bimalokpal.bhubaneswar@gbic.co.in                                                   | State of Orissa.                                                                  |

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| 5  | <b>CHANDIGARH:</b> S.C.O. No. 101, 102 & 103, 2nd Floor,<br>Batra Building, Sector 17-D,<br>Chandigarh-160 017.<br>Tel.:- 0172-2706196/5861 / 2706468<br>Fax:- 0172-2708274<br>Email:- bimalokpal.chandigarh@gbic.co.in                         | States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union territory of Chandigarh.                                                                                                                                                                                                                                                                                                                                                                                           |
| 6  | <b>CHENNAI:</b> Fatima Akhtar Court,<br>4th Floor, 453 (old 312), Anna Salai,<br>Teynampet,<br>CHENNAI-600 018.<br>Tel.:- 044-24333668 / 24335284<br>Fax:- 044-24333664<br>Email:- bimalokpal.chennai@gbic.co.in                                | State of Tamil Nadu and Union Territories -<br>Pondicherry Town and Karaikal (which are part of<br>Union Territory of Pondicherry).                                                                                                                                                                                                                                                                                                                                                       |
| 7  | <b>DELHI:</b><br>2/2 A, Universal Insurance Building,<br>Asaf Ali Road,<br>New Delhi-110 002.<br>Tel.:- 011-23239611/7539/7532<br>Fax:- 011-23230858<br>Email:- bimalokpal.delhi@gbic.co.in                                                     | State of Delhi                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 8  | <b>ERNAKULAM:</b> 2nd floor, Pulinat Building,<br>Opp. Cochin Shipyard,<br>M.G. Road,<br>Ernakulum - 682 015.<br>Tel.:- 0484-2358759/2359338<br>Fax:- 0484-2359336<br>Email:- bimalokpal.ernakulum@gbic.co.in                                   | States of Kerala and Union territory of<br>(a) Lakshadweep<br>(b) Mahe-a part of Union territory of<br>Pondicherry                                                                                                                                                                                                                                                                                                                                                                        |
| 9  | <b>GUWAHATI:</b> 'Jeevan Nivesh', 5th Floor,<br>Nr. Panbazar over bridge, S.S. Road,<br>Guwahati-781001(ASSAM).<br>Tel.:- 0361- 2132204 / 2132205<br>Fax:- 0361-2732937<br>Email:- bimalokpal.guwahati@gbic.co.in                               | States of Assam, Meghalaya, Manipur, Mizoram,<br>Arunachal Pradesh, Nagaland and Tripura.                                                                                                                                                                                                                                                                                                                                                                                                 |
| 10 | <b>HYDERABAD:</b> 6-2-46, 1st floor, "Moin Court"<br>Lane Opp. Saleem Function Palace,<br>A. C. Guards, Lakdi-Ka-Pool,<br>Hyderabad - 500 004.<br>Tel.:- 040-65504123/23312122<br>Fax:- 040-23376599<br>Email:- bimalokpal.hyderabad@gbic.co.in | States of Andhra Pradesh, Telangana and Union<br>Territory of Yanam - a part of the Union Territory<br>of Pondicherry.                                                                                                                                                                                                                                                                                                                                                                    |
| 11 | <b>JAIPUR:</b><br>Jeevan Nidhi-II Bldg.,<br>Ground Floor,<br>Bhawani Singh Marg,<br>Jaipur - 302005.<br>Tel.:- 0141-2740363<br>Email:- bimalokpal.jaipur@gbic.co.in                                                                             | State of Rajasthan.                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 12 | <b>KOLKATA:</b><br>Hindustan Building Annexe,<br>4th floor, 4, CR Avenue,<br>Kolkata - 700 072.<br>Tel.:- 033-22124339 / 22124340<br>Fax:- 033-22124341<br>Email:- bimalokpal.kolkata@gbic.co.in                                                | States of West Bengal, Bihar, Sikkim and Union<br>Territories of Andaman and Nicobar Islands.                                                                                                                                                                                                                                                                                                                                                                                             |
| 13 | <b>LUCKNOW:</b><br>6th Floor, Jeevan Bhawan,<br>Phase-II, Nawal Kishore Road,<br>Hazratganj,<br>Lucknow-226 001.<br>Tel.:- 0522-2231330 / 2231331<br>Fax:- 0522-2231310.<br>Email:- bimalokpal.lucknow@gbic.co.in                               | District of Uttar Pradesh:<br>Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot,<br>Allahabad, Mirzapur, Sonbhabdra, Fatehpur,<br>Pratapgarh, Jaunpur, Varansi, Gazipur, Jalaun, Kanpur,<br>Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich,<br>Barabanki, Raebareli, Sravasti, Gonda, Faizabad,<br>Amethi, Kaushambi, Balrampur, Basti,<br>Ambedkarnagar, Sulanpur, Maharajganj,<br>Santkabirnagar, Azamgarh, Kaushinagar, Gorkhpur,<br>Deoria, Mau, Chandauli, Ballia, Sidharathnagar. |
| 14 | <b>MUMBAI:</b><br>3rd Floor, Jeevan Seva Annexe,<br>S. V. Road, Santacruz (W),<br>Mumbai - 400 054.<br>Tel.:- 022-26106928/360/889<br>Fax:- 022-26106052<br>Email:- bimalokpal.mumbai@gbic.co.in                                                | States of Goa, Mumbai Metropolitan Region excluding<br>Navi Mumbai & Thane.                                                                                                                                                                                                                                                                                                                                                                                                               |
| 15 | <b>NOIDA:</b><br>Bhagwan Sahai Palace,<br>4th Floor, Main Road,<br>Naya Bans, Sector-15,<br>Gautam Budh Nagar, Noida<br>Email:- bimalokpal.noida@gbic.co.in                                                                                     | States of Uttaranchal and the following Districts of<br>Uttar Pradesh:. Agra, Aligarh, Bagpat, Bareilly, Bijnor,<br>Budaun, Bulandshehar, Etah, Kanooj, Mainpuri,<br>Mathura, Meerut, Moradabad, Muzaffarnagar,<br>Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozabad,<br>Gautam Budh Nagar, Ghaziabad, Hardoi,<br>Shahjahanpur, Hapur, Shamli, Rampur, Kashganj,<br>Sambhal, Amroha, Hathras, Kanshiramnagar,<br>Saharanpur.                                                              |

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| 16 | <b>PATNA:</b><br>Office of the Insurance Ombudsman,<br>1st Floor, Kalpana Arcade Building,<br>Bazar Samiti Road,<br>Bahadurpur,<br>Patna - 800 006.<br>Email:- bimalokpal.patna@gbic.co.in                                       | States of Bihar and Jharkhand.                                                                |
| 17 | <b>PUNE:</b><br>Office of the Insurance Ombudsman,<br>Jeevan Darshan Building, 3rd Floor,<br>CTS Nos. 195 to 198,<br>NC Kelkar Road, Narayan Peth,<br>Pune - 411 030<br>Tel: 020 -32341320<br>Email:- bimalokpal.pune@gbic.co.in | States of Maharashtra, Area of Navi Mumbai and<br>Thane excluding Mumbai Metropolitan Region. |

The updated details of Insurance Ombudsman are available on IRDA website:[www.irdaindia.org](http://www.irdaindia.org), on the website of General Insurance Council:[www.generalinsurancecouncil.org.in](http://www.generalinsurancecouncil.org.in), website of the Company [www.icicilombard.com](http://www.icicilombard.com) or from any of the offices of the Company

Note - In case of renewal of the policy, policy benefit and terms & conditions of policy including premium may be subject to change.

## Communicable Disease Exclusion [Clause]

1. Notwithstanding any provision, clause or term of this [insurance Contract] to the contrary, this [insurance Contract] excludes any loss, cost, damage, liability, claim, fines, penalty or expense or any other amount of whatsoever nature, whether directly or indirectly and/or in whole or in part, related to, caused by, contributed to by, resulting from, as a result of, as a consequence of, attributable to, arising out of, arising under, in connection with, or in any way involving (this includes all other terms commonly used and/or understood to reflect or describe nexus and/or connection from one thing to another whether direct or indirect):
    - 1.1 a Communicable Disease and/or the fear or threat (whether actual or perceived) of a Communicable Disease and/or the actual or alleged transmission of a Communicable Disease regardless of any other cause or event contributing and/ or occurring concurrently or in any sequence thereto, and
    - 1.2 a pandemic or epidemic, as declared by the World Health Organisation or any governmental authority.
  2. As used herein, Communicable Disease means: any infectious, contagious or communicable substance or agent and/or any infectious, contagious or communicable disease which can be caused and/or transmitted by means of substance or agent where:
    - 2.1 the disease includes, but is not limited an illness, sickness, condition or an interruption or disorder of body functions, systems or organs, and
    - 2.2 the substance or agent includes, but is not limited to, a virus, bacterium, parasite, other organism or other micro-organism (whether asymptomatic or not); including any variation or mutation thereof, whether deemed living or not, and
    - 2.3 the method of transmission, whether direct or indirect, includes but not limited to, airborne transmission, bodily fluid transmission, transmission through contact with human fluids, waste or the like, transmission from or to any surface or object, solid, liquid or gas or between organisms including between humans, animals, or from any animal to any human or from any human to any animal, and
    - 2.4 the disease, substance or agent is such:
      - 2.4.1 that causes or threatens damage or can cause or threaten damage to human health or human welfare, or
      - 2.4.2 that causes or threatens damage to or can cause or threaten damage to, deterioration to, contamination of, loss of value of, loss of marketability of or loss of use or usefulness of, tangible or intangible property.
- For avoidance of doubt, Communicable Disease includes but is not limited to Coronavirus Disease 2019 (Covid -19) and any variation or mutation thereof.
3. For further avoidance of doubt, any contingent or other business interruption loss, cost, damage, loss of income, loss of use, increased cost of working and/or extra expense arising out of or attributable to:
    - 3.1 any partial or complete closure of and/or slowdown in, including but not limited to any closure by or under the advisories of public, military, government or civil authorities, or any denial of access to insured premises, or customer and or supplier premises (including service / utility providers), or
    - 3.2 change in consumer behaviour, or
    - 3.3 an absence of infected employees or employees suspected of being infected shall not be covered by this [insurance Contract].
  4. For still further avoidance of doubt, loss, cost, damage, liability, claim, fines, penalty or expense or any other amount excluded hereby, includes but is not limited to any cost to identify, clean-up, detoxify, disinfect, decontaminate, mitigate, remove, evacuate, repair, replace, monitor, sanitize or test: (1) for a Communicable Disease or (2) any tangible or intangible property covered by this [insurance Contract] that is affected by such Communicable Disease.
  5. It is clarified that (1) no other prior, concurrent or subsequent provision, clause, term or exception of this [insurance Contract] (including (but not limited to) any prior, concurrent or subsequent endorsement and/or any provision, clause, term, buy back or exception that operates, or is intended to operate, to extend the coverage of, or protections provided by, this [insurance Contract] by whatever name called like any coverage extension, additional coverage, global extension, exception to any exclusion); (2) any change in the law, clause or similar provision; (3) any follow the fortunes clause or similar provision; and/or (4) no change in the law or any regulation (to the extent permitted by applicable law), shall operate to provide any insurance, coverage or protection under this [insurance Contract] that would otherwise be excluded through the exclusion set forth in this [Endorsement][Clause].
  6. If the [insurer] alleges that by reason of this [Endorsement][Clause] any amount is not covered by this [insurance Contract] the burden of proving the contrary shall rest in the [insured].



ICICI Lombard General Insurance Company LTD  
ICICI LOMBARD HOUSE, 414, Veer Savarkar Marg,  
Near Siddhi Vinayak Temple, Prabhadevi, Mumbai 400 025

ICICI Lombard General Insurance Company Limited

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| <b>IRDA Reg. No. 115</b>                                                                    | <b>CIN: L67200MH2000PLC129408</b>                                                                             |                                                    |
| <b>Mailing Address:</b>                                                                     | <b>Registered Office:</b>                                                                                     | <b>Toll free No. : 1800 2666</b>                   |
| 401 & 402, 4th Floor, Interface 11,<br>New Linking Road, Malad (West),<br>Mumbai - 400 064. | ICICI Lombard House, 414, Veer Savarkar Marg,<br>Near Siddhi Vinayak Temple, Prabhadevi,<br>Mumbai - 400 025. | <b>Alternate No. : +9192236 22666 (chargeable)</b> |
|                                                                                             |                                                                                                               | <b>Email : customersupport@icicilombard.com</b>    |
|                                                                                             |                                                                                                               | <b>Website : www.icicilombard.com</b>              |