

## CONTRACTOR ALL RISK INSURANCE POLICY

Engg 04

### SCHEDULE

Policy No: 5004/361452661/00/000 (TRUE COPY)

Issued At: Mumbai Date: 26/09/2024

<b>A) Name &amp; Address of the Insured :</b>	SANTOSH KUMAR CHOUDHARY At- Po- Mahishi W O 08 Mahishi 852216 . Saharsa Bihar Pin- 852216
<b>B) Name &amp; Address of the Principal :</b>	EXECUTIVE ENGINEER R W D WORKS DIVISION SAHARSA SAHARSA
<b>C) Name &amp; Address of the Contractor :</b>	SANTOSH KUMAR CHOUDHARY AT- PO- MAHISHI W O 08 MAHISHI
<b>D) Intermediary Details:</b>	Agency Code1: ILG70090 Agency Name: KUMAR ABHIGYAN TRIVEDI Agent's mobile no.: 9939938909 Agent's E-mail ID : TIWARIVIJAY957@GMAIL.COM
<b>Hypothecation Details</b>	NA
<b>E) Site of Construction/Storage:</b>	ROAD FROM NH 107 TO MAHADALIT SHARMA TOLA (GEN) IN DIST- SAHARSA-- ----852124----BIHAR-- SAHARSA
<b>F) Period of Insurance :</b>	From: 26/09/2024 Time: 00:00 Hours To Midnight of 25/03/2025 +60 months of extended maintenance/maintenance period
<b>H) Politically Exposed Person (PEP)/close relative of PEP :</b>	No
<b>G) UIN Of The Product:</b>	IRDAN115CP0050V01201920

Premium Break Up	(Rs.)	Premium (Rs.)
*Total Premium	(Rs.)	2,498.60

\*Premium value mentioned above is inclusive of taxes applicable

<b>I) Nature of Project</b>	ROAD FROM NH 107 TO MAHADALIT SHARMA TOLA (GEN) IN DIST- SAHARSA
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Description of Project Works:

Road bridges on land made of,  
Rcc Or Pre-Stressed Concrete

Insured Items	Sum Insured
<b>Section I- Material Damage</b>	
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)	
<b>Total for Section I</b>	<b>Rs. 2,644,217.00</b>
<b>Section II - Third Party Liability</b>	
Limit of Indemnity	
a) For any one accident	
b) For all accidents during the period	

**J) Deductibles for Section I and II -**

a) For Normal Claims -	5.00% of claim amount subject to minimum of Rs. 1,300,000.00
b) For Act of God Claims -	10.00% of claim amount subject to minimum of Rs. 1,300,000.00
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.

#### K) Additional Covers :

S. No.	Endorsement Description	Limit of Indemnity	Deductible
1	Extended Maintenance Cover	2,644,217.00	Applicable as per AOG excess
2	Design Defect(DE-1)	2,644,217.00	5 Times AOG Excess
3	Earthquake Cover(Full cover)	2,644,217.00	Applicable as per Section - I

#### L) Clause

- Design Defect DE1 attached herewith.
- Subject to End 13 - Earthquake inclusion attached herewith
- Subject to Subject to End 32 - Terrorism Damage Exclusion attached herewith.
- Subject to End 16/n - Extended Maintenance Cover attached herewith
- Subject to End 18 - Exclusion of loss of stabilizing fluids attached herewith
- Subject to End 2/q - Special conditions concerning fire fighting facilities attached herewith
- Subject to End 20 - Piling Construction attached herewith
- Subject to End 21 - Abandonment of shafts attached herewith
- Subject to End 22 - Crop, forests, cultivated areas attached herewith
- Subject to End 24 - Contract works time schedule attached herewith
- Subject to End 25 - Temporary access roads attached herewith
- Subject to End 27 - Safety measures with respect to precipitation flood and inundation attached herewith
- Cyber Loss Limited Exclusion Clause - LMA 5410 (amended) Exclusion of loss or damage to Prototype Machinery Sanction and Limitation Clause as per UN, EU, UK, USA, Switzerland and Germany
- Subject to End 5 - Concerning storage attached herewith.

#### M) Condition :

- The scope of cover will be limited to - Road bridges on land made of - RCC or Pre-stressed concrete
- MR 109 - Warranty Concerning Construction material
- 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
- Section Warranty for Road Projects - In respect of road construction, the combined maximum length of excavation work, subgrade and sub-base courses not covered by a waterproof wearing course shall not exceed any one of the following at any one time. A road portion is deemed to be not completed until the asphalt or concrete course has been laid. It is understood that road shall include all types of roads including but not limited to motorways and highways. a) 1000 meters X 3 unconnected sections for projects in J&K, Ladakh Himachal, Bihar, UP, Uttarakhand and 8 north eastern states for every stretch upto 25 km of the project subject to the total length of the section opened up for works at any time not exceed 12% of the total road length of the project. However at any point of time any two sections should be separated by a minimum distance of 400 meters. b) 1000 meters X 5 unconnected sections for projects in other states for every stretch upto 25 km of the project subject to the total length of the section opened up for works at any time not exceed 20% of the total road length of the project. However at any point of time any two sections should be separated by a minimum distance of 250 meters. c) 150 meters X 3 unconnected sections for internal & access roads of hydel power projects and any two unconnected sections separated by a distance of 50 meters from each other
- Warranted that no tunneling or any underground activities are involved in the scope of cover
- Extended Maintenance cover for 60 Months
- Design Defect DE1 attached herewith
- Warranted that the above captioned scope of project DOES NOT involve any type NEW Road construction work, Only Widening/Repair/Reconstruction of roads(wherever applicable) is covered.
- Any type of mid-term participation in existing project policy of other insurance company/stand-alone project period extensions post cancellation/expiration of existing policy with other insurance company will stand excluded from scope of cover
- Subject to End 23 - Existing underground cables attached herewith
- Multiple insured clause as per ILGIC wordings
- Warranted that there are no claims/losses till the inception of Coverage.
- Any type of Demolishment, Dismantling, Destruction is excluded from the scope of cover.

14 Communicable Disease Exclusion Endorsement

**N) Warranty**

- 1 Works in water is not covered under scope of policy
- 2 Policy shall stand canceled ab initio in the event of non-realization of the premium.
- 3 In the event of total loss claim being honored, the claimed amount will be paid after deducting the unpaid premium installments

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 26/09/2024 .

*Gaurav Arora*

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

GSTIN Reg. No: 10AAACI7904G1Z2

IL GIC GSTIN Address : Krishna Bhawan, Second Floor, Above Axis Bank, Near Dak Bungalow 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. CSD0220242018 dated 10/04/2024 .**

### **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-25 TEMPORARY ACCESS ROADS**

Irrespective of the periods of Insurance specified in the Policy, the Insurer will indemnify the Insured only for unforeseen accidental loss or damage to temporary access roads insured under the Policy if such loss or damage occurs prior to such roads being completed or taken into use for their purpose by the contractors, whichever takes place first.

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