

CONTRACTOR ALL RISK INSURANCE POLICY

Engg 04

SCHEDULE

Policy No: 5004/352643079/00/000 (TRUE COPY)

Issued At: Mumbai **Date:** 20/10/2024

A) Name & Address of the Insured :	EXECUTIVE ENGINEER R W D WORKS DIVISION AND ARBIND KUMAR SINGH At Kurwa Mathiya Po Kumar Bagh Ps Kumarbagh West Champaran 845450 Champaran Bihar Pin 845450
B) Name & Address of the Principal :	EXECUTIVE ENGINEER R W D WORKS DIVISION NARKATIAGANJ
C) Name & Address of the Contractor :	ARBIND KUMAR SINGH AT KURWA MATHIYA PO KUMAR BAGH PS KUMAR BAGH WEST CHAMPARAN PIN CODE 845450
D) Intermediary Details:	Agency Code1: ILG55880 Agency Name: RITU RANJAN PANDEY Agent's mobile no.: 9931384885 Agent's E-mail ID : PANDEY.VIVEK87@GMAIL.COM
Hypothecation Details	As per Annexure attached
E) Site of Construction/Storage:	MMGSUY/23-24 Narkatiaganj/04 ---845450 --BIHAR-- CHAMPARAN
F) Period of Insurance :	From: 20/10/2024 Time: 00:00 Hours To Midnight of 19/10/2025
H) Politically Exposed Person (PEP)/close relative of PEP :	No
G) UIN Of The Product:	IRDAN115CP0050V01201920

Premium Break Up	(Rs.)	Premium (Rs.)
*Total Premium	(Rs.)	31,453.82

*Premium value mentioned above is inclusive of taxes applicable

I) Nature of Project	MMGSUY/23-24 Narkatiaganj/04
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Description of Project Works:

Roads,
In Plain Areas

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. 69,181,633.00
Section II - Third Party Liability	
Limit of Indemnity	
a) For any one accident	
b) For all accidents during the period	

J) Deductibles for Section I and II -

a) For Other Perils Claims	10.00% of claim amount subject to minimum of Rs. 15,000,000.00
b) For AOG/Major Perils/Design Defect Claims	10.00% of claim amount subject to minimum of Rs. 15,000,000.00
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	Design Defect(DE-1)	69,181,633.00	5 Times AOG Excess
2	Earthquake Cover(Full cover)	69,181,633.00	Applicable as per Section - I

L) Clause

- Design Defect DEI attached herewith.
- Subject to End 13 - Earthquake inclusion attached herewith
- Subject to Subject to End 32 - Terrorism Damage Exclusion attached herewith.
- Subject to End 18 - Exclusion of loss of stabilizing fluids attached herewith
- Subject to End 19 - Road Construction 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 - IMA 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 :

- Sum Insured (contract value) is construed as below: Sum insured towards structures is 35276406 Sum Insured towards road is 3919601
- The scope of cover will be limited to - Roads Where value of culverts and Road bridges does not exceed 20 percent of the contract value - In Plain Areas
- 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
- Design Defect DEI 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 stands 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 20/10/2024 .

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 Bunglow 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 .

Annexure:Hypothecation/Financier Details

Sr.No.	Name Of Bank
1	NA

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.

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.

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 indemnifiable.

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.

CONTRACTOR'S ALL RISKS INSURANCE ENDORSEMENT**END-24 CONTRACT WORKS TIME SCHEDULE**

Notwithstanding the conditions, provisions and other endorsements of the Policy it is understood and agreed that

- a) The contract works time schedule together with plans, documents and specifications supplied and any other statements made by the Insured with respect of works programme is deemed to be incorporated herein.
 - b) The Insurers shall not indemnify the Insured in respect of loss or damage caused by, or arising out of, or aggravated by deviations from the contract works time schedule exceeding four weeks, unless the Insurers had agreed in writing to such a deviation before a loss occurred.
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CONTRACTOR'S ALL RISKS INSURANCE ENDORSEMENT

END-21 ABANDONMENT OF SHAFTS

It is hereby agreed and declared that, notwithstanding anything contained in the contrary, this endorsement excludes any loss or damage resulting as a consequence of shaft being abandoned due to any reason whatsoever.

CONTRACTOR'S ALL RISKS INSURANCE ENDORSEMENT**END-20 PILING CONSTRUCTION**

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 -

- a) Loss of or damage to piles and/or casings due to misplacement, jamming and/or extraction thereof.
 - b) Costs incurred in case of abandoned piling work, for any reasons not related to accidental loss or damage and mainly due to unforeseen ground conditions when piles cannot be driven to the required depth.
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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.

CONTRACTOR'S ALL RISKS INSURANCE ENDORSEMENT

END-5 CONCERNING STORAGE -

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 of or damage to the Insured items during storage upto a value per storage unit not exceeding the equivalent of the limit as specified in the schedule.

The individual storage units shall be either atleast 50 m apart or separated by fireproof walls.

CONTRACTOR'S ALL RISKS INSURANCE ENDORSEMENT

END-18 EXCLUSION OF LOSS OF STABILIZING FLUID

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 loss of bentonite or other stabilising fluid even if the quantity of losses originally expected is exceeded.

CONTRACTOR'S ALL RISKS INSURANCE ENDORSEMENT

OUTRIGHT DEFECT EXCLUSION DE 1

This policy excludes loss of or damage to the Property Insured due to defective design plan specification materials or workmanship

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.

Grievance Clause

You can also approach the Insurance Ombudsman, depending on the nature of grievance and the 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 www.irdai.gov.in, or of the General Insurance Council at www.generalinsurancecouncil.org.in, the Consumer Education Website of the IRDAI at <http://www.policyholder.gov.in>, or from any of Our Offices.

The details of Insurance Ombudsman are available below:-

S no.	Name of office of insurance Ombudsman	Territorial Area of jurisdiction
1	AHMEDABAD Shri Kuldip Singh, Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad - 380 001. Tel.: 079- 25501201/02/05/06 Email: bimalokpal.ahmedabad@cioins.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
2	BENGALURU Mr. Vipin Anand, Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27- N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru - 560 078, Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@cioins.co.in	Karnataka
3	BHOPAL Shri R. M. Singh Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market,	Madhya Pradesh, Chattisgarh.

	Bhopal - 462 003. Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203 Email: bimalokpal.bhopal@cioins.co.in	
4	BHUBANESHWAR Shri Suresh Chandra Panda, Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar - 751 009. Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@cioins.co.in	Odisha.
5	CHANDIGARH Mr. Atul Jerath, Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 - D, Chandigarh - 160 017. Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email: bimalokpal.chandigarh@cioins.co.in	Punjab, Haryana (excluding Gurugram, Faridabad, Sonapat and Bahadurgarh), Himachal Pradesh, Union Territory of Jammu & Kashmir, Ladakh & Chandigarh.
6	CHENNAI Shri Segar Sampathkumar, Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI - 600 018. Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 Email: bimalokpal.chennai@cioins.co.in	Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry).
7	DELHI Shri Sudhir Krishna, Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi - 110 002. Tel.: 011 - 23232481/23213504 Email: bimalokpal.delhi@cioins.co.in	Delhi & following District of Haryana - Gurugram, Faridabad, Sonapat and Bahadurgarh
8	ERNAKULAM Shri G Radhakrishnan Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@cioins.co.in	Kerala, Lakshadweep, Mahe-a part of Puducherry.
9	GUWAHATI Shri Somnath Ghosh, Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati - 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: bimalokpal.guwahati@cioins.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
	HYDERABAD Shri N Sankaran	

10	Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 67504123 / 23312122 Fax: 040 - 23376599 Email: bimalokpal.hyderabad@cioins.co.in	Andhra Pradesh, Telangana, Yanam and Part of Territory of Puducherry.
11	JAIPUR Shri Rajiv Dutt Sharma, Office of the Insurance Ombudsman, Jeevan Nidhi - II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: bimalokpal.jaipur@cioins.co.in	Rajasthan.
12	KOLKATA Shri P K Rath, Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341 Email: bimalokpal.kolkata@cioins.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands.
13	LUCKNOW Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: bimalokpal.lucknow@cioins.co.in	Districts of Uttar Pradesh : Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.
14	MUMBAI Shri Bharatkumar S. Pandya Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052 Email: bimalokpal.mumbai@cioins.co.in	Goa, Mumbai Metropolitan Region Excluding (Navi Mumbai & Thane).
15	NOIDA Shri Chandra Shekhar Prasad, Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshahar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur
	PATNA Shri N. K Singh	

16	Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952 Email: bimalokpal.patna@cioins.co.in	Bihar, Jharkhand.
17	PUNE Shri Vinay Sah Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, 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	Maharashtra, Area of Navi Mumbai and 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, website of the Company www.icicilombard.com or from any of the offices of the Company

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

IRDA Reg. No. 115

Mailing Address:

601 & 602, 6th Floor, Interface 16,
New Linking Road, Malad (West),
Mumbai - 400 064.

CIN: L67200MH2000PLC129408

Registered Office:

ICICI Lombard House, 414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple, Prabhadevi,
Mumbai - 400 025.

Toll free No. : 1800 2666

Alternate No. : +91 8655 222 666 (chargeable)

Email : customersupport@icicilombard.com

Website : www.icicilombard.com