

## CIVIL ENGINEERING COMPLETED RISKS INSURANCE POLICY

In consideration of the Insured named in the Schedule hereto paying to the UNITED INDAI INSURANCE CO.LTD (hereinafter called the Company) the premium mentioned in the said schedule, THE COMPANY AGREES, (Subject to the Conditions and Exclusions contained herein or endorsed or otherwise expressed hereon) that if after payment of the premium the property insured described in the said Schedule or any part of such Property suffer any unforeseen and sudden physical loss or damage caused by

1. Fire
2. Lightning
3. Explosion/Exclusion
4. Riot,Stroke,Malicious,Damage as per Riot, Strike and Malicious damage clause printed hereon
5. Impact by any Rail/road or water borne vehicle or animal
6. Storm,Cyclone,Typhoon, Tempest,Hurricane,Tornado,Flood and Inundation, Wave action of water.
7. Subsidence and Landslide(Including Rockslide) damage.
8. Earthquake Fire and Shock(Including Rockslide) damage.
9. Frost,avalanche,ice.

During the period of insurance named in the said schedule or of any subsequent period in respect of which the insured shall have paid and the Company shall have accepted the premium required for the renewal of the policy, the Company will pay to the insured the value of the property at the time of the happening of its destruction or the amount of such damage or its option reinstate or replace such property or any part thereof.

Provided that the liability of the Company shall in no case exceed in respect of each item the sum expressed in the said schedule to be insured thereon or in the whole the total sum insured hereby,or such other sum or sums as may be substituted thereof by memorandum hereon or attached hereto signed by or on behalf of the Company.

### EXCLUSIONS

This Insurance does not cover:

1. First amount of loss - Arising out of each and every occurrence shown as excess in Schedule.
2. Loss by theft during or after the occurrence of any insured peril except as provided for in Riot, Strike Malicious/Terrorist Damage Clause.
3. Loss or damage occasioned by or through or in consequence of -
  - i) the burning of property by order of any Public Authority
  - ii) Subterranean Fire

4. Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by nuclear weapons material.
5. Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by ionising radiations or contaminations by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exclusion combustion shall include any self-sustaining process of nuclear fission.
6. Loss damage occasioned by or through or in consequence directly or indirectly of any of the following occurrence , namely-
  - a) War, invasion, Act of foreign Enemy, Hostilities or war like operations (Whether war be declared or not). Civil war
  - b) Mutiny, civil commotion assuming the proportions of or amounting to a popular rising military rising insurrection rebellion revolution military or usurped power.
  - c) In any action suit or other proceeding where the company alleges that by reason of the provision of this condition any loss or damage is not covered by this insurance, the burden, of proving that such loss or damage is covered shall be upon the Insured.
7. Loss or damage or expense caused by, or arising out of, or substantially aggravated by inherent defects, wear and tear, gradual deterioration, expansion or contraction of insured items due to changes of temperature,
8. Loss or damage caused by, or arising out of, or aggravated by failure of the insured to keep and maintain the insured items in a through state of repair
9. Consequential loss or damage of any kind or description
10. Any loss suffered by the Insured during the first 15 days from the commencement date of the Policy.  
This shall not, however, apply in case of the same property having been covered with any of the Indian Insurance Companies for a continuous period of 12 months preceding without any break.
11. Loss, damage , cost or expenses 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 are excluded.

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

The Warranty also excludes 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 action taken in respect of an act of terrorism.

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

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

## GENERAL CONDITIONS

- i) The due observance and fulfillment of the terms of this policy in so far as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers in the questionnaire and proposal made by the Insured shall be a condition precedent to any liability of the Company.
- ii) 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 the contract shall be read as including the Schedule and the Section(s). Any word or expression to which 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.
- iii) The Insured shall at his own expense taken 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
- iv) 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 necessary, be adjusted accordingly.  
No material alteration shall be made or admitted by the Insured where by the risk is increased unless the continuance of the Insurance be confirmed in writing by the Company.
- v) All insurance under this policy shall cease on expiry of seven days from the date of fall or displacement of any property. Provided such a fall or displacement is not caused by fire or other perils covered by this policy.

Notwithstanding the above, the company subject to an express notice being given as soon as possible but not later than 7 days of such fall or displacement, may agree to continue the insurance, subject to revised rates, terms and conditions as may be decided by it and confirmed in writing to this effect.

- vi) 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 minimise the extent of the loss or damage.
- c) Preserve the parts affected and make them available for inspection by a representatives 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.7500/- .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.

- vii) 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 goods of 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.
  
- viii) If the claim be in any respect fraudulent or if any false declaration be 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 the Accident be occasioned by the willful act or with the connivance of the insured or if the claim be made and rejected and an action or suit be not commenced within three months after such rejection all benefit under this Policy shall be forfeited.
  
- ix) 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.

- x) This insurance may be terminated at any time at the request of the Insured, in which case the Company will retain the premium at customary short period rate for the time the policy has been in force. This insurance may also at any time be terminated at the option of the Company, on 15 days' notice to that effect being given to the Insured, on grounds of misrepresentation, fraud, non-disclosure of material facts or non-cooperation of the insured, in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation.
- xi) The excess mentioned in the Schedule shall apply separately to each incident giving rise to loss or damage and that for the purpose hereof an incident shall not be considered to have terminated until there have been seven consecutive days freedom from the perils concerned.

## PROVISIONS

### MEMO 1 - SUM INSURED

It shall be a requirement of this Policy that the sums insured stated in the schedule are not less than the cost of replacement of the insured items by new items of the same kind and capacity, inclusive of all materials, wages, freight, customs duties and dues.

Insured shall undertake to increase or decrease the amounts of insurance in the event of any material fluctuation in wages or prices, provided always that such increase or decrease takes effect only after the same has been recorded in this policy by the Insurers

If in the event of loss or damage it is found that the sums insured are less than the amounts required to be insured, the amount recoverable by the Insured under this policy shall be reduced in such proportion as the sums insured bear to the amounts required to be insured. Every item entered in the schedule shall be subject to this condition separately.

### MEMO 2- BASIS OF LOSS SETTLEMENT

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

- a) In the case of damage, which can be repaired, the cost of repairs necessary to restore the items to their condition immediately before the occurrence of the damage less salvage(excluding the cost of clearance of debris).
- b) in the case of a total loss- the replacement costs of the insured items if the loss occurs within the period stated in the schedule, the actual value of the items immediately before the occurrence of the loss less salvage such actual value to be calculated by deducting proper depreciation from the replacement value of the items, however, only to the extent the costs claimed had to be borne by the insured and to the extent they are included in the sums insured and provided always that the production of the necessary bills and documents that the repairs have been effected or replacement has taken place, as the case may be. All damage, which can be repaired, shall be repaired, but if the cost of repairing any damage equals or exceeds the value of the items immediately before the occurrence of the damage, the settlement shall be made on the basis provided for under (b) above.

The insurers shall also reimburse the insured for the cost of clearance of debris following upon with the Insurers, indemnification for loss or damage otherwise covered under this policy , in accordance with Memo 3, provided a separate sum therefor has been entered in the Schedule. The costs of any provisional repairs, shall be borne by the Insurers, 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 3 - EXTENSION OF COVER

In consideration of the insured having paid the additional premium agreed upon with the Insurers, indemnification for loss or damage otherwise covered under this policy shall be extended to include the cost of clearance of debris forming part of the insured items including the cost of removal or demolition of any portion of the insured items no longer useful for the purpose for which it was intended, but only if a valid law or ordinance requires the Insured to effect such removal or demolition and only up to an amount not exceeding in any one event the limit of indemnity specified therefor in the schedule.

#### ENDORSEMENTS

##### 1. RIOT,STRIKE, MALICIOUS DAMAGE CLAUSE-

This policy is extended to cover Riot, Strike, Malicious damage as under-

- i) Loss of or visible physical damage by external violent means to the property insured directly caused by-
  - a) The act of any person taking part together with others in any disturbance of the public peace(whether in connection with a strike or lockout or not) not being an occurrence mentioned in exclusion 6(a) and (b).
  - b) The action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimise the consequence of any such disturbance.
  - c) The willful act of any striker or locked-out worker done in furtherance of strike or in resistance to a lock-out resulting in visible physical damage by external violent means.
  - d) The action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimising the consequences of any such act.
  - e) Any malicious act but excluding any omission of any kind of any person(whether or not such act is committed in the course of a disturbance of public peace) provided that the Company shall not be liable for any loss or damage arising out of or in course of burglary, housebreaking,theft or larceny or any attempt by any person taking part therein.

This insurance does not cover-

- a) Loss or earning, loss of delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.
- b) loss or damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation or omission of any kind.
- c) Loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority.

- d) Loss or damage occasioned by permanent or temporary dispossession of any building or plant or unit or machinery resulting from the unlawful occupation by any person of such buildings or plant or unit or machinery on prevention of access to the same. PROVIDED nevertheless that the Company is not relieved under (c) or (d) above of any liability to the Insured in respect of physical damage to the property insured accruing before dispossession or during temporary dispossession.