

ERECTION ALL RISKS INSURANCE POLICY

UIN: IRDAN123RP0040V02200203

WHEREAS THE insured named in the Schedule hereto had made to CHOLAMANDALAM MS 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 herein.

NOW THIS POLICY OF INSURANCE WITNESSETH

that subject to and in consideration of the insured having paid to the Company, the premium mentioned in the said Schedule and a subject to the terms, exclusions, provisions and conditions contained herein or endorsed hereon the company will indemnify the insured against sudden and unforeseen physical loss of or damage to the property insured in the manner and to the extent hereinafter provided.

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
- e) Terrorism Damage Exclusion Warranty:

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

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

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

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

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

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

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

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

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

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

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

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 statements and answers in the questionnaire and proposal made by the Insured shall be a condition precedent to any liability of the Company.
2. The Schedule and the Section(s) shall be deemed to be incorporated in and form part of this policy and the expression "this Policy" wherever used in this contract shall be read as including the Schedule and the Section(s). Any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule or of the Section(s) shall bear such meaning wherever it may appear.
3. The Insured shall at his own expense take all reasonable precautions and comply with all reasonable recommendations of the Company to prevent loss, damage, or liability and comply with statutory requirements and manufacturers' recommendations.
4.
 - a) Representatives of the Company shall at any reasonable time have the right to inspect and examine the risk and the Insured shall provide the representatives of the Company with all details and information necessary for the assessment of the risk.
 - b) The Insured shall immediately notify the Company by telegram and in writing of any material change in the risk and cause at his own expense such additional precautions to be taken as circumstances may require and the scope of Cover and/or premium shall, if necessary, be adjusted accordingly. No material alteration shall be made or admitted by the Insured whereby the risk is increased unless the continuance of the insurance is 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 minimise the extent of the loss or damage.
 - c. Preserve the parts affected and make them available for inspection by a representative or Surveyor of 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 or 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. 7,500/-. In all other cases a representative of the company shall have the opportunity of inspecting the loss or damage before any repairs or alterations are affected. If a representative of the company does not carry out the inspection within a period of time which could be considered as adequate under the circumstances the insured is entitled to proceed with the repairs or replacement.

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

6. Documents required for Claim processing:

- a. Claim form,
 - b. Fire Brigade Report / FIR,
 - c. Proof in support of Cause of Loss Like OEM report (RCA),
 - d. List of Items Covered / Asset Register,
 - e. Quotation to establish the cost of replacement,
 - f. Repair / Reinstatement Invoices with Payment proof,
 - g. KYC documents PAN, ROC certificate, Aadhar, GST Registration Cert Etc.,
 - h. Any other Document,
 - i. **Turn Around Time** for claims settlement is 21 working Days
7. 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 indemnification by the company.
8. If a claim is in any respect fraudulent, or if any false declaration is made or used in support thereof, or if any fraudulent means or devices are used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy, or if a claim is made and rejected and no action or suit is commenced within three months after such rejection, all benefit under this Policy shall be forfeited.
9. If at the time any claim arises under this Policy there be any other insurance covering the same loss, damage or liability the company shall not be liable to pay or contribute more than their rateable proportion of any claim for such loss, damage or liability.
10. **Multiple policies involving Bank or other lending or financing entity** - If at the time of any claim, in case there is more than one Insurance Policy issued to the insured covering the same risk, the insurer will not apply Contribution clause. Underinsurance will be applied on an overall basis taking into consideration the sum insured under all policies and comparing it with the value at risk.
11. Cancellation –
- a. The insured can cancel the policy at any time during the term, by informing the Company. The Company can cancel the policy only on the grounds of established fraud, by giving minimum notice of 7 days to the insured.
 - b. The company shall refund proportion premium for unexpired policy period, if the term of the policy is up to one year and there is no claim(s) made during the policy period.

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 up to an amount not exceeding in respect of each of the items specified in the schedule the sum set opposite thereto 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 otherwise, rust, scratching of painted or polished surfaces or breakage of glass.
- d) Loss or damage due to faulty design, defective material or casting, bad workmanship other than faults in erection.
This exclusion shall be limited to the items immediately affected and shall not be deemed to exclude loss or damage to other insured items resulting from such excluded perils.
- e) The cost necessary for rectification or correction of any error during erection unless resulting in physical loss or damage.
- f) 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.
- g) Any damages or penalties on account of the Insured's non-fulfilment of the terms of delivery or completion under this Contract of Erection or of any obligations assumed thereunder including consequential loss or any kind or description or for any aesthetic defects or operational deficiencies.

Provisions Applying to Section-I

MEMO 1: Sum Insured

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

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

MEMO 2: Premium Adjustment

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

MEMO 3: Basis of Loss Settlement

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

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

b) In the case of a total loss-the actual value of the items immediately before the occurrence of the loss less salvage.

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

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

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

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

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

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

MEMO 4: Construction Plant and Machinery

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

MEMO 5: Surrounding Property

Loss 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 erection, construction or testing of items insured under Section I and happening during the period of cover and provided that a separate Sum therefore 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 6: Major Perils/ Acts of God Claims

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

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

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 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 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 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 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 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.

Mechanism for Grievance Redressal:-

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

WEBSITE: www.cholainsurance.com

Toll free: 1800 208 9100

E-MAIL: customercare@cholams.murugappa.com

Courier: Manager, Grievance Cell,
Chola MS General Insurance Company Limited,
Hari Nivas Towers First Floor,
#163, Thambu Chetty Street,
Parry's Corner, Chennai - 600 001

Procedure of Grievance Redressal

- Please write to customercare@cholams.murugappa.com to register your complaint.
- On lodging the complaint, a complaint reference number will be provided. An acknowledgement will also be sent with the details of turnaround time for resolution and complaint registration details.
- In case you are not happy with the resolution provided or delay of greater than 7 working days, you may follow the below escalation matrix.

Cholamandalam MS General Insurance Company Ltd. Reg office: 2nd Floor, "Dare House", No.2, NSC Bose Road, Chennai - 600001, India. IRDAI Registration Number: 123| CIN: 66030TN2001PLC047977| Toll Free Number: 1800 200 5544| SMS Chola to 56677| Customercare@cholams.murugappa.com| www.cholainsurance.com.

Escalation Matrix

- In case you are dissatisfied with the response or have not received a response, you may escalate the same to our Nodal Officer - Nodalescalation@cholams.murugappa.com (Quoting the previous Service request number)
- In case you are still unhappy with the response or have not received a response within 7 working days, you may escalate the same to our Chief Grievance Officer - GRO@cholams.murugappa.com (Quoting the previous Service request number)
- If after having followed the above steps and your issue still remain unresolved, you may approach the Insurance Ombudsman for Redressal. Login to <https://www.cioins.co.in/Ombudsman> to get details on Insurance Ombudsman Offices.

INFORMATION ABOUT US

Cholamandalam MS General Insurance company Limited
 HO: Dare House 2nd Floor, No. 2 NSC Bose Road, Chennai – 600 001.
 Toll Free : 1800 208 9100
 SMS: "CHOLA" TO 56677 *(Premium SMS charges apply)
 Email –customercare@cholams.murugappa.com
 Web site: www.cholainsurance.com

Sl.No	Office of Insurance Ombudsman	Address	E-mail	Landline Nos.
1	AHMEDABAD	Jeevan Prakash, 6th Floor, Near S.V.College	Email: bimalokpal.ahmedabad@cioins.co.in	Tel.: 079 - 25501201
		Relief Road, Tilak Marg,		Tel.: 079 - 25501202
		Ahmedabad - 380 001. Gujarat		
2	BENGALURU	Jeevan Soudha Building, PID No. 57-27-N-19	Email: bimalokpal.bengaluru@cioins.co.in	Tel.: 080 - 26652048
		Ground Floor, 19/19, 24th Main Road,		Tel.: 080 - 26652049
		1st Phase, JP Nagar,		
		Bengaluru - 560 078.		
3	BHOPAL	LIC of India Zonal Office Bldg,	Email: bimalokpal.bhopal@cioins.co.in	Tel.: 0755 - 2769201
		1st Floor, South Wing, Jeevan Shiksha,		Tel.: 0755 - 2769202
		Opp. Gayatri Mandir		Tel: 0755 - 2769203
		60-B, Hoshangabad Road, Bhopal - 462011		
4	BHUBANESHWAR	62, Forest park,	Email: bimalokpal.bhubaneswar@cioins.co.in	Tel.: 0674 - 2596455
		Bhubaneswar - 751 009.		Tel: 0674 - 2596429
				Tel: 0674 - 2596003
				Tel: 0674 - 2596461
5	CHANDIGARH	Jeevan Deep, Ground Floor, LIC of India Bldg,	Email: bimalokpal.chandigarh@cioins.co.in	Tel.: 0172 - 2706468
		SCO 20-27, Sector 17-A		Tel.: 0172 - 2707468

Cholamandalam MS General Insurance Company Ltd. Reg office: 2nd Floor, "Dare House", No.2, NSC Bose Road, Chennai - 600001, India. IRDAI Registration Number: 123 | CIN: 66030TN2001PLC047977 | Toll Free Number: 1800 200 5544 | SMS Chola to 56677 | Customercare@cholams.murugappa.com | www.cholainsurance.com.

		Chandigarh – 160017		
6	CHENNAI	Fatima Akhtar Court, 4th Floor,	Email: bimalokpal.chennai@cioins.co.in	Tel.: 044 - 24333668
		453 (Old 312), Anna Salai, Teynampet,		Tel.: 044 - 24333678
		CHENNAI -600 018.		
7	DELHI	2/2 A, 1st Floor, Universal Insurance Building,	Email: bimalokpal.delhi@cioins.co.in	Tel.: 011 - 23232481
		Asaf Ali Road,		Tel.: 011 - 23213504
		New Delhi - 110 002.		Tel.: 011 - 46013992
8	GUWAHATI	Jeevan Nivesh Bldg,	Email: bimalokpal.guwahati@cioins.co.in	Tel.: 0361 - 2632204
		5th Floor, Near Pan Bazar,		Tel.: 0361 - 2632205
		S.S. Road, Guwahati – 781001		Tel.: 0361 - 2631307
9	HYDERABAD	6-2-46, 1st floor, "Main Court",	Email: bimalokpal.hyderabad@cioins.co.in	Tel.: 040 - 23312122
		Lane Opp. Hyundai Showroom,		Tel: 040 - 23376599
		A.C. Guards, Lakdi-Ka-Pool,		Tel: 040 - 23376991
		Hyderabad - 500 004.		Tel: 040 - 23328709
				Tel: 040 - 23325325
10	JAIPUR	Jeevan Nidhi - II, Ground Floor,	Email: bimalokpal.jaipur@cioins.co.in	Tel.: 0141 - 2740363
		Bhawani Singh Road, Ambedkar Circle		
		Jaipur - 302 005.		
11	KOCHI	10th Floor, LIC Bldg, Jeevan Prakash	Email: bimalokpal.ernakulam@cioins.co.in	Tel.: 0484 - 2358759
		Opp Maharaj College Ground		
		M.G.Road, Ernakulam		
		Kochi – 682011		
12	KOLKATA	7 th Floor of Hindustan Building (Annex), 4, CR Avenue, Kolkata-700 072,	Email: bimalokpal.kolkata@cioins.co.in	Tel.: 033 - 22124339
				Tel: 033 - 22124341
13	LUCKNOW	Jeevan Bhawan, Phase-II,	Email: bimalokpal.lucknow@cioins.co.in	Tel.: 0522 - 4002082
		6th Floor, Nawal Kishore Road, Hazratganj, Lucknow - 226001		Tel: 0522 - 3500613
14	MUMBAI	3rd Floor, Jeevan Seva Annexe,	Email: bimalokpal.mumbai@cioins.co.in	Tel.: 022-69038800
		S. V. Road, Santacruz West,		Tel.: 022-69038833
		Mumbai - 400 054.		
15	NOIDA	Bhagwan Sahai Palace	Email: bimalokpal.noida@cioins.co.in	Tel.: 0120-2514252
		4th Floor, Main Road,		Tel.: 0120-2514253
		Naya Bans, Sector 15, Noida-201301		
		Dist: GB Nagar, Uttar Pradesh		
16	PATNA	2nd Floor, North Wing, Lalit Bhawan,	Email: bimalokpal.patna@cioins.co.in	Tel.: 0612-2547068
		Bailey Road, Patna - 800 001		
17	PUNE	3 rd Floor, Jeevan Darshan,	Email: bimalokpal.pune@cioins.co.in	Tel: 020-24471175
		LIC of India Bldg,		
		N.C. Kelkar Road, Narayan Peth,		
		Pune- 411 030.		