

CONTRACTOR'S ALL RISKS INSURANCE POLICY PROSPECTUS



YOUR POLICY SUMMARY



CONTRACTOR'S ALL RISKS INSURANCE POLICY - COMMERCIAL PROSPECTUS

This Policy offers comprehensive coverage for all types of civil construction projects.

The coverage for physical loss or damage to property is on an "all risks" basis, i.e. unless specifically excluded, this "all risk" insurance covers accidental physical loss or damage to contract works during the execution of civil construction projects.

This applies to all Risks located in India, for which the value of the Civil Works involved is more than 50% of the total contract value.



POLICY FOR WHOM?

Any construction project is vulnerable to various kind of accidents.

This Policy can be taken by Principal, Contractor or sub-contractor, either individually or jointly.



SCOPE OF COVER

This Policy covers construction projects such as residential, commercial, institutional, industrial, warehouses, pipelines, dams, ports, tunnels, roads, bridges & other infrastructure projects.



ADD ON COVERS

- Escalation Clause
- Air Freight
- Additional Custom Duty
- Limited Maintenance Visits Cover
- Extended Maintenance Cover
- Cover Of Extra Charges For Overtime, Night Work, And Work On Public Holidays, Express Freight Including Air Freight
- Special Conditions Concerning Fire Fighting Facilities
- 72 Hours Clause
- Professional Fees Clause
- Clearance And Removal Of Debris
- 50: 50 Clause
- Loss Minimisation Expenses
- Owners Surrounding Property
- Automatic Reinstatement Clause
- T.P.L Cover
- With or without Cross Liability during maintenance period
- Waiver Of Subrogation Clause
- Amendment in Fire fighting endorsement wordings
- Cover For Valuable Documents
- Design Defect Cover
- Continuity of Cover during operational phase for Unit/Plant tested but awaiting integral testing (Along with other Units/Plants)
- Terrorism Damage Coverage Endorsement
- Cover for Increased Customs Duty
- Claim Preparation Cost
- Cessation Of Work
- Contractual Liability
- Cover For Testing Of Machinery And Installations

- Errors & Omissions To Insure Clause
- Inland Transit Clause
- Involuntary Betterment Clause
- Leased Equipment Rental Cost Clause
- Pair And Set Clause
- Cover For Insured Contract Works Taken Over Or Put Into Services
- Undamaged Property Destruction Clause
- Vibration, Removal Or Weakening Of Support
- Primary Insurance Clause
- Non-Vitiation Clause
- Loss Payee Clause
- Local Authorities Clause
- Designation Of Property Clause
- Multiple Insured Clause
- Agreed Bank Clause
- Express Freight (Air Freight Excluded) Holiday And Overtime Rates Of The Wages
- Loss Due To Breakage Of Glass
- Waiver Of Contribution Clause
- Cover for Offsite Storage /Fabrication
- Pro-Rata Extension Clause



EXCLUSIONS:

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) Willful act or willful negligence of the Insured or of his responsible representative;
- d) Cessation of work whether total or partial;
- e) 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 expenses 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.

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.

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-fulfillment of the terms of delivery or completion under his Contract of construction or of any obligations assumed there under 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.

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.



PERIOD OF COVER

Period of cover refers to the period during which coverage, as specified in the Schedule, is provided to insured under this Policy.

The cover attaches with the commencement of work or after the first consignment of the items covered under the Policy have been unloaded at the site, whichever is earlier and shall expire on the date specified in the Policy.

However, the Company's liability expires 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.



DEDUCTIBLES

The Policy is subject to compulsory excess which shall be specified in the Policy Schedule.



CANCELLATION

This insurance cover may be terminated at the request of the Insured at any time in which case the Company will refund appropriate premium amount subject to the following conditions -

- i) Claims experience under the policy as on date of cancellation should be less than 60% of reworked premium.
- ii) The unexpired period is not less than 3 months or 25% of the policy period, whichever is less.
- iii) Testing period should not have commenced.

This insurance may also at any time be terminated at the option of the Company, by sending fifteen days' written notice by recorded delivery to the insured at insured's last known address as per the Company records, on the grounds of misrepresentation, fraud, non-disclosure of material facts, non-cooperation or any other reason not stated herein. In the event of cancellation of this Policy on grounds of misrepresentation, fraud, non-disclosure of material facts or non-cooperation, the policy shall stand cancelled ab-initio and there will be no refund of premium.

And in the event the policy is cancelled by the company on grounds, other than misrepresentation, fraud, non-disclosure of material facts or non-cooperation, the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of cancellation.



CLAIM INTIMATION

In the event of loss or damage to the insured property owing to an accident arising out of an external peril, the Company must be informed immediately by:

1. Calling Toll Free at 1800 12000.
2. Mailing to support@edelweissinsurance.com

Prohibition of Rebates (Section 41 of the Insurance Act, 1938, as amended)

1. No person shall allow or offer to allow either directly or indirectly as an inducement to any person to take out or renew or continue an insurance in respect of any kind of risk relating to lives or property in India, any rebate of whole or part of the commission payable or any rebate of premium shown on the policy, nor shall any person taking out or renewing or continuing a policy accept any rebate, except such rebate as may be allowed in accordance with the published prospectus or tables of the insurer.
2. Any person making default in complying with the provisions of this section shall be liable for penalty which may extend to Rupees Ten Lakhs.

DISCLAIMER: The abovementioned information is only a summary of the product features. The complete terms and conditions can be found in the policy wording. It is advised that the policy wording be read completely for a full description of the terms and conditions of coverage and the exclusions relating thereto.

INSURANCE IS THE SUBJECT MATTER OF SOLICITATION.