ERECTION ALL RISK INSURANCE
ADD ON COVERAGES

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1. CIVIL ENGINEERING WORKS

It is hereby declared and agreed, subject to the exceptions contained herein, or endorsed hereon, that this Policy is extended to cover the risks of loss or damage to property brought on to the Site of Erection for the performance of the erection contract, details of which are stated as under --

All permanent Civil Engineering Works such as buildings, foundations earthwork including materials for the constructions thereon,

All temporary works such as buildings, PROVIDED that the following exclusions shall apply loss or damage directly caused by defective workmanship material, or design or wear and tear, loss or damage directly caused by mechanical breakdown or derangement loss or damage directly caused by deterioration due to lack of use or obsolescence any loss of property either by disappearance or by shortage if such disappearance or shortage alone is revealed during and after an inventory is made, Cessation of work whether total or partial,

loss, destruction or damage of accounts, bills, currency stamps, deeds, evidence of debt, money, notes or securities.

The exclusions of loss or damage caused by (i), (ii) and (iii) above shall be limited to the machine structure or work immediately affected and shall not extend to other work or the property lost or damaged in consequence of the defect, wear & tear, breakdown, derangement or deterioration, subject to the Condition that:-

The Insured shall take all reasonable precautions in the selection of labour and maintain in efficient condition all tools and equipments used in connection with performance of this erection contract.

Provided that all the conditions of this Policy shall apply in all respects to the Insurance granted by this extension save in so far as the same are expressly varied hereby and any reference to loss or damage in the conditions of the Policy shall be deemed to include the perils hereby insured against.

2. ENDORSEMENTS FOR FIRE / EXPLOSION CLAIMS AND FIRE FIGHTING

I)Applicable for all risks including hydrocarbon-processing risks. [Complying with only minimum Requirements of i.e. 11A I (I to XII)].

Notwithstanding the conditions, provisions and other endorsements of the Policy, it is agreed and understood that the company shall indemnify the Insured in respect of any loss or damage caused by Fire/Explosion only if the following requirements are fulfilled.

i)One portable fire extinguisher of Soda Acid or water type for every 300 sq. m of storage/erection site area or small-bore hose reels as per Section 4 of F.P. Manual shall be provided. The location of fire extinguishers shall be conspicuously marked by clearly visible signs. Checking and maintenance at regular intervals shall be recorded.

ii)Trained firefighting squad shall be maintained for the site.

iii) Watch and Ward facilities shall be provided round the clock at the site.

iv) One fire engine of 400 GPM x 100 PSI shall always be stationed at site.

Note - Not applicable to policy with Sum Insured upto Rs.50 Crores.

v) Materials and equipments stored in buildings (sheds) or in open area shall be divided into sub-units with the value, which shall not exceed 10 % of the sum insured or Rs. 50 Crores whichever is less. Wherever value of a single equipment stored exceeds this limit, its value, shall be taken as the limit. The sub-units in open area shall be separated from each other by a distance of atleast 15 meters.

In case of storage buildings, firewalls of 9" thickness carried upto roof shall be erected without any wall opening between the sub-units.

vi)Packing materials, scaffolding etc. combustible materials and liquids and explosive substances should be stored at a 30 M safe distance from other buildings, plants and stores.

vii)Utmost attention should be paid to good housekeeping such as -

- Orderly storage.
- Periodic removal of combustible packing material, either by burning on site at a safe distance of 100 M away or removal from the site; Clean - up of site atleast once a week.

viii)Open flame work (welding, cutting etc.) requires utmost caution. All combustible materials lying about must be removed or covered.

ix)Grass and/or any other vegetation in and around the site are regularly removed.

x)'No smoking' rules must be enforced in areas exposed to fire (stores etc.) and in the vicinity of hazardous operations. xi)Living quarters should be well separated (100 M away) from construction site.

It is further agreed and understood that the company shall not be liable for 10 % of the claim amount subject to a minimum of Rs. ____ (which corresponds to the deductible for claims during the testing period) for each and every claim on account of Fire/Explosion.

II)Applicable for all risks including hydrocarbon-processing risks (wherever discount for fire fighting facilities are granted) -

Notwithstanding the conditions, provisions and other endorsements of this Policy, it is agreed and understood that the company shall indemnify the Insured in respect of any loss or damage caused by Fire/Explosion only if the following requirements are fulfilled.

i)One portable fire extinguisher of Soda Acid or water type for every 300 sq. m storage/erection site area or small bore hose reels as per Section 4 of F.P. Manual shall be provided. The location of fire extinguishers shall be conspicuously marked by clearly visible signs. Checking and maintenance at regular intervals shall be recorded.

ii)One fire engine or two trailer pumps of 400 GPM x 100 PSI shall be provided for every 10,000 sq. m of largest storage site with maximum of two fire engines or 4 trailer pumps. In case of Trailer pumps vehicular arrangements shall be available for towing them.

iii)Static water tanks of atleast 10,000 gallons capacity shall be provided, which shall be so placed that no part of storage/erection site lies beyond 100 M of atleast 2 tanks (50 M in case of storeyed structures).

OR

Alternatively a temporary hydrant system with atleast 4" dia hydrant shall be laid which shall always be pressurised to 1.0 KSC from where Fire Engines/Trailer pumps can draw their supply from a double hydrant (DH). Each DH may be taken as equivalent to a static water tank described above. Pumping capacity of the general water supply shall not be less than the aggregate pumping capacity of trailer pumps and/or fire engine. Storage of general water supply shall be in excess of 1,00,000 litres.

iv)36 hoses, 15 M long and 18 nozzles shall be provided to ensure that all parts of the contract works can be reached with water.

v)Trained fighting squad consisting of atleast 8 persons per shift shall be maintained at the site.

vi)Plans giving detailed proposal shall be submitted for prior approval of the committee. The risk shall be inspected by TAC Engineers before sanctioning of above discount.

vii)Watch and Ward facility shall be provided round the clock at the site.

viii)Materials and equipments stored in buildings (sheds) in open area shall be divided into sub-units with the value, which shall not exceed 10% of the sum insured or Rs. 50 Crores whichever is less. Wherever

value of a single equipment stored exceeds this limit, its value, shall be taken as the limit. The sub-units in open area shall be separated from each other by a distance of atleast 15 metres.

In case of storage buildings, firewalls of 9" thickness carried upto roof shall be erected without any wall openings between the sub-units.

ix)Packing materials, scaffolding etc. combustible materials and liquids and explosive substances should be stored at a 30 M safe distance from other buildings, plants and stores.

x)Utmost attention should be paid to good house keeping such as -

- Orderly storage;
- Periodic removal of combustible packing material, either by burning on site at a safe distance of 100 M away or removal from the site; Clean - up of site atleast once a week.

xi)Open flame work (welding, cutting etc.) requires utmost caution. All combustible materials lying around must be removed or covered.

xii)Grass and/or any other vegetation in and around the site are regularly removed.

xiii)'No smoking' rules must be enforced in areas exposed to fire (stores etc.) and in the vicinity of hazardous operations.

xiv)Living quarters should be well separated (100 M away) from construction site. It is further agreed and understood that the company shall not be liable for 5 % of the claim amount subject to a minimum of Rs. ___________ (which corresponds to the deductible for claims during testing period) for each and every claim on account of Fire/Explosion.

3. ENDORSEMENT FOR TEST RUN DEFINITION IN RESPECT OF THERMAL POWER STATION:

Notwithstanding anything stated herein to the contrary it is hereby declared and agreed that entire Power Station machinery insured hereunder are deemed to have commenced their first test operation or test loading from the date of synchronisation of the Turbo Generator set with the grid system/bus bar provided the date of synchronisation is within 72 hours from the date of introduction of steam into turbine and shall continue till the Turbo Generator Set is operated at full load for a continuous period of 72 hours or until expiry of testing period granted under the policy whichever is earlier. If, however, the date of synchronisation exceeds 72 hours from the date of introduction of steam of the first trial operation, test loading is deemed to have commenced from the date of introduction of steam into the turbine of the Turbo Generator set.

If the trial operation/test loading is not completed within the time specified hereunder the Company may extend the period of testing on receipt of additional premium at agreed rates but in no case the total test period available under the policy shall exceed 12 months.

4. ENDORSEMENT FOR TEST RUN DEFINITION FOR GAS TURBINES IN RESPECT OF COMBINED CYCLE POWER PLANT

Notwithstanding anything stated herein to the contrary, it is hereby declared and agreed that the Gas turbine insured hereunder is deemed to have commenced its first operation or test loading when the fuel is introduced in the combustion chamber of the Gas turbine unit.

5. HYDROCARBON ENDORSEMENT FOR TESTING & COMMISSIONING

Article 1 -

It is warranted that the insured shall give previous notice in writing to the Company of the date of the initial start - up operation for testing of plant.

Commencing date of the initial start-up operation referred to in the preceding paragraph shall mean the date of the first introduction of feed stock or initially filled mixture of oil or Hydrocarbon for cleaning or purging or Naphtha Fuel for burning into the plant, whichever date is earlier. However the operation carried out for cleaning and purging in each individual unit will be considered a part of erection work provided such cleaning and purging work does not exceed a period of two weeks in each unit. It is however under stood and agreed that during any operation whatever cleaning, purging, testing or commissioning, where hydrocarbons or Hydrogen are involved the deductible excess shall be 5 % of claim amount subject to minimum of Rs. 5,00,000/-.

Article 2 -

As from the introduction of hydrocarbon/feedstock into the plant, the company shall not be liable for the loss or damage to -

Catalysts unless specifically covered by separate endorsement;

Reforming units due to overheating or cracking of any tubes.

Note- Any consequential damage to the neighbouring items of plant or machinery indirectly due to cracking or overheating of tubes in reforming units is however indemnifiable under the policy.

The insured plant due to overheating or cracking following an exothermic reaction. The insured plant due to non-observation of prescribed techniques or cutting out of safety devices and/or any liability resulting therefrom.

The Insurers shall only indemnify the Insured for loss or damage resulting directly or indirectly from fire and/or explosion if adequate fire fighting facilities for the insured plant are installed and rendered serviceable immediately after the completion of the rough structure of the building and before any machinery is stored and/or installed therein.

All machinery and equipments shall be stored in such a manner that the value of items stored per storing unit shall not exceed Rs ___ and that such individual storing unit shall be at least _____ feet apart separated by fireproof walls.

Should the value per storage unit exceed Rs. ____ then in the event of a claim, the liability of the Company shall be in the same proportion as Rs ____ bears to the total value of items stored in the concerned individual storage unit as defined above.

Following article is to be included after excluding 2(a) above, in case the Insured desires cover for catalyst during testing period -

Article 3 -

Catalyst valued at Rs. ___ are specifically covered during Hot Testing Period for any loss or damage caused by an indemnifiable loss or damage to the insured plant and/or equipment.

Each and every claim shall be subject to an excess/deductible franchise of 5 % of the value of catalysts in the system subject to a minimum of Rs.2, 50,000/- which is the Hot Testing period Excess/Deductible Franchise.

6. ENDORSEMENT REGARDING SAFETY MEASURES

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 directly or indirectly caused by flood and inundation if adequate safety measures have been taken during planning and execution of the project.

Adequate safety measures in this context shall mean that the average monthly rainfall, flood and inundation hazard as known from statistics of the competent meteorological offices for the respective month and location has been taken into account.

7. ENDORSEMENT REGARDING DAMAGE TO CROPS, FORESTS ETC.

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 not indemnify the Insured for loss, damage or liability directly or indirectly caused to crops, forests and/or any cultures during the execution of the contract works.

8. WARRANTY CONCERNING UNDERGROUND CABLES AND PIPES

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 in respect of loss of or damage to existing underground cables and/or pipes or other underground facilities if, prior to the commencement of works, the Insured has enquired with the relevant authorities about the exact position of such cables, pipes or other underground facilities.

The indemnity shall in any case be restricted to the repair costs of such cables, pipes or other underground facilities, any consequential damage being excluded from the cover.

9. SPECIAL CONDITIONS FOR OPEN TRENCHES DURING LAYING OF PIPELINES DUCTS AND CABLES

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the policy or endorsed thereon, the Insurers will indemnify the Insured for any loss or damage due to storm, rainfall, flood, inundation such as sanding, silting up, mudding up, erosion, collapse and floating up of pipes, ducts or cables, sustained by completely or partly excavated open trenches and/or items laid therein, upto a maximum length of ____ kM open trench only one loss event.

The Insured shall make sure that plugging facilities are available near the pipe ends for emergency purposes and that pipe ends exposed to flooding are plugged before any interruption during idle work periods such as nights and holidays.

10. COVER OF LEAK SEARCH COSTS WHEN LAYING PIPELINES

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 also for the following items under this policy-

Leak search costs following hydrostatic test (including the cost of leasing special apparatus, cost of operation and transport of such apparatus).

Earthwork on a trench not damaged itself, search earthwork becoming necessary in the search for and repair of leaks, e.g. excavation, uncovering of the pipeline, backfilling. Provided that -

the leak has been caused by an indemnifiable event or is attributable to faulty execution on the site, and 100 % of the welding seams have been X-rayed and any deficiencies discovered thereby have been removed properly.

Indemnity shall be - limited in the aggregate per testing section during one policy period.

Costs caused by faulty repair of welding seams shall be excluded from the cover.

11. SPECIAL CONDITIONS CONCERNING FIRE FIGHTING FACILITIES

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 or damage resulting directly or indirectly from fire and/or explosion if the following requirements are fulfilled:-

- Adequate fire-fighting equipment and extinguishing agents of sufficient capacity must always be available at the site and ready for immediate use.

- Sufficient number of workmen must be fully trained in the use of such equipment and must be available for immediate intervention at all times.

- If storage of material for the construction or erection of the contract works is necessary at site or any other location within India, storage must be subdivided into storage units not exceeding the equivalent value of Rs.------- per storage unit. The individual storage units must either be at least 10 meters apart or separated by fire-proof walls.

All inflammable materials (such as shuttering material not fitted for concreting, litter, etc.) and especially all inflammable liquids and gases must be stored at a sufficiently large distance from the property under construction or erection and any hot work like welding etc.

- Provided further that in respect of storages of Indian sourced materials at locations other than the site, the amount payable shall not exceed Rs.---------- at any one location.

- Welding, soldering or the use of an open flame in the vicinity of combustible material is permitted only if at least one workman suitably equipped with extinguishers and well trained in fire-fighting is present.

- At the beginning of testing all fire-fighting facilities designed for the operation of the plant must be installed and serviceable.

12. 72 HOURS CLAUSE

It is agreed that any loss of or damage to the Insured Property arising during any one period of seventy two (72) consecutive hours, caused by storm, tempest, flood or earthquake shall be deemed as a single event and therefore to constitute one occurrence with regard to the Excesses provided for herein. For the purpose of the foregoing the commencement of any such seventy two (72) hours period shall be decided at the discretion of the Insured it being understood and agreed, however, that there shall be no overlapping in any two or more such seventy two (72) hours periods in the event of damage occurring over a more extended period of time.

13. 50 : 50 CLAUSE

In respect of the subject matter Insured hereunder consigned from outside India:

- The Insured hereby undertakes to inspect each item of the subject matter Insured upon arrival at the contract site for possible damage sustained during transit.

- In the case of packed items which are to be left in their packaging until a later date the packaging is to be visually inspected for signs of possible damage and where such damage is visible the items are to be unpacked and inspected and any damage discovered reported to the Marine Insurers.

• Where the packaging of an item shows no visible signs of damage to such item having been sustained during transit any subsequent damage discovered upon unpacking will be dealt with by the Marine Insurers or the EAR Insurers according to whether it can be clearly established that such damage was caused before or after arrival at the contract site.

• Where it is not possible to clearly establish whether the damage to an item was caused before or after arrival at the contract site it is hereby agreed that the cost of such damage shall be shared equally between the Marine Insurers and the EAR Insurers, provided such a clause is included in the Marine Policy also.

14. LOSS MINIMISATION EXPENSES

If upon the happening of any peril hereby insured resulting in actual damage to the Insured Property the Insured shall take all steps to minimise further loss or damage arising from that occurrence or accident, expenses necessarily and reasonably incurred by or on behalf of the Insured in an attempt to prevent or minimise such further loss or damage will be Indemnified upto a limit of Rs.--------- in the aggregate.

15. COVER FOR MANUFACTURER'S RISK

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, Item "C" under "Special Exclusion to Section I" shall be replaced by the following wording:

'This policy excludes the costs necessary to replace, repair or rectify any component part or individual item of the Property Insured which is defective in design, plan, specification, materials, or workmanship, but this exclusion shall not apply to other parts or items of the Property Insured unintentionally damaged as a consequence of such defect.'

This endorsement does, however, not apply to parts and items of civil engineering sections.

16. WAIVER OF CONTRIBUTION CLAUSE

It is agreed and understood that otherwise subject to the terms, Exclusions, provisions and Conditions contained in the Policy or endorsed thereon, the insurers hereby agree that the insurance of this Policy shall be primary without right of contribution of any other insurance carried by or on behalf of the named Insureds with respect to their respective interests in the insured property

17. OUTRIGHT DEFECT EXCLUSION DE1 (1995)

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

18. APPRAISEMENT CLAUSE

It is hereby understood and agreed that subject otherwise to the terms, exclusions, provisions and conditions contained herein the Policy or endorsed thereon, no special inventory or appraisement of the undamaged property hereby insured shall be required, if the aggregate claim for any one insured loss or damage does not exceed________ (limit as opted by the insured)by the item or items effected.

19. COMMUNICABLE DISEASE EXCLUSION ENDORSEMENT 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 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 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:

2.1the disease includes, but is not limited an illness, sickness, condition or an interruption or disorder of body functions, systems or organs, and

2.2the 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

2.3the 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

2.4the disease, substance or agent is such:

2.4.1that causes or threatens damage or can cause or threaten damage to human health or human welfare, or

2.4.2that 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.

2.5.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:

2.6any 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

2.7change in consumer behaviour, or

2.8an absence of infected employees or employees suspected of being infected shall not be covered by this Insurance Contract.

3.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.

4. 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) no change in the law, clause or similar provision; (3) no 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.

5.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.

20. INTERMITTENT TESTING

In the event of the testing being intermittent and not continuous, the Testing Period cover shall be reckoned in terms of actual days of testing logged (with 24 logged hours constituting a day) and any period during which testing is suspended shall be deemed as erection period. The aggregate period of all intermittent testing shall not exceed the testing period selected under the policy.

21. POLITICAL RISKS EXCLUSION ENDORSEMENT

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto 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 of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

1. War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war. Permanent or temporary dispossession resulting from confiscation, commandeering, requisition or destruction of or damage to property by order of the government de jure or de facto or by any public authority. Mutiny, civil commotion assuming the proportions of or amounting to a popular rising, tribal rising, military rising, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege; or

2. Strike, riot, looting, plundering, locked-out workers, persons taking part in labour disturbances, malicious persons (other than thieves); or

3. Any act of terrorism.

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 organization(s) or government(s), committed for political, religious, ideological, or ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement 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 (1) and/or (2) and/or (3) above.

If the Insurer alleges that by reason of this exclusion, any loss, damage, cost or expense 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.

22. NUCLEAR ENERGY RISKS EXCLUSION CLAUSE

This Agreement shall exclude Nuclear Energy Risks whether such risks are written directly and/or by way of insurance and/or via Pools and /or Associations.

For all purposes of this Agreement Nuclear Energy Risks shall mean all first and/or third- party insurances or reinsurances (other than Workers' Compensation and Employers' Liability) in respect of-

1.1.1. All Property on the site of a nuclear power station (NPS).

Nuclear Reactors, reactor buildings, plant, and equipment therein on any site other than an NPS

1.1.2. All Property, on any site (including but not limited to the sites referred to above, used or having been used for-

1.1.2.1. the generation of nuclear energy or

1.1.2.2. the production, use or storage of nuclear material

1.1.3. Any other Property eligible for insurance by the relevant local Nuclear Insurance Pool and/or Association but only to the extent of the requirements of that local Pool and/or Association.

1.1.4. The supply of goods and services to any of the sites described in 1.1.1 to 1.1.3 above, unless such insurances or reinsurances shall exclude the perils of irradiation and contamination by Nuclear Material. Except as under noted, Nuclear Energy Risks shall not include-

1.1.4.1. Any insurance or reinsurance in respect of the construction or erection or installation or replacement or repair or maintenance or decommissioning of Property as described in 1.1.1 to 1.1.3 above (including Contractors' Plant and Equipment).

1.1.4.2. Any Machinery Breakdown or other Engineering Insurance or reinsurance not coming within the scope of 1.1.4.1 above.

Provided always that such insurance or reinsurance shall exclude the perils of irradiation and contamination by Nuclear Material.

However, the above exemption shall not extend to:

1.1.4. The provision of any insurance or reinsurance whatsoever in respect of

1.1.4.1. Nuclear Material;

1.1.4.2. Any Property in the High Radioactivity Zone or Area of any Nuclear Installation as from the introduction of Nuclear Material or for reactor installations – as from fuel loading or first criticality where so agreed with the relevant local Nuclear Insurance Pool and/or Association.

1.1.5. The provision of any insurance or reinsurance for the under-noted perils: -

1.1.5.1. Fire, lightning, explosion.

1.1.5.2. Earthquake.

1.1.5.3. Aircraft and other aerial devices or articles dropped there from.

1.1.5.4. Irradiation and radioactive contamination.

1.1.5.5. Any other peril insured by the relevant local Nuclear Insurance pool and/or Association.

In respect of any other Property not specified in 1.1.5 above which directly involves the production, use or storage of Nuclear Material as from the introduction of Nuclear Material into such property.

Definitions

1.1.6. "Nuclear Material" means Nuclear fuel, other than natural uranium and depleted uranium, capable of producing energy by a self-sustaining chain process of nuclear fission outside a Nuclear Reactor, either alone or in combination with some other material; and

1.1.7. "Radioactive Products or Waste" means any radioactive material produced in, or any material made radioactive by exposure to the radiation incidental to the production or utilization of nuclear fuel, but does not include radioisotopes which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial or industrial purpose

1.1.8. "Nuclear Installation" means

1.1.8.1. Any Nuclear Reactor

1.1.8.2. Any factor using nuclear fuel for the production of Nuclear Material, or any factory for the processing of Nuclear Material including any factory for the reprocessing of irradiated nuclear fuel; and

1.1.8.3. Any facility where Nuclear Material is stored, other than storage incidental to the carriage of such material

1.1.9. “Nuclear Reactor” means any structure containing nuclear fuel in such an arrangement that a selfsustaining chain process of nuclear fission can occur therein without an additional source of neutrons.

1.1.10. “Production, use or storage of Nuclear Material” means the production, manufacture, enrichment, conditioning, processing, reprocessing, use, storage, handling and disposal of Nuclear Material.

1.1.11. “Property” shall mean all land, buildings, structures, plant, equipment, vehicles, contents (including but not limited to liquids and gases) and all materials of whatever description whether fixed or not.

1.1.12. “High Radioactivity Zone or Area” means
1.1.12.1. for Nuclear Power Stations and Nuclear Reactors, the vessel or structure which immediately contains the core (including its supports and shrouding) and all the contents thereof, the fuel elements, the control rods and the irradiated fuel store; and
1.1.12.2. for non-reactor Nuclear Installations, any area where the level of radioactivity requires the provision of a biological shield.

Notwithstanding the above, it is hereby noted and agreed that the NMA 1975(a) Japanese Amendment exclusion is applicable to the hot zone of a nuclear project and not to the cold zone as long as cold zone is not affected directly or indirectly by a loss as a result of Nuclear testing. The "hot zone" in any nuclear facility refers to that zone where actual nuclear reaction takes place and nuclear energy is generated. However, the nuclear facility complex comprises many other buildings, ancillary units, storage facilities and office buildings that are considered normal property risks and comprise the "cold zone".

Additionally, for this contract
1.1.13. The property "cold zone" coverage remains subject to:
1.1.13.1. The perils of irradiation and contamination by Nuclear material as defined in NMA 1975(a) are excluded.
1.1.13.2. No coverage applies for loss or damage caused by terrorism 1.1.13.3. Business interruption loss ensuing loss or damage to Cold Zones.
1.1.14. Strictly only nuclear plants exclusively used for civilian (i.e. non-military) purposes may be subject to our treaty coverage. These are the civilian plants as identified per separation plan of the Indian government (see attached INFCIRC 731) introduced as a result of the U.S.- India civil Nuclear
1.1.14.1. List of Civilian plants covered is as under-

S.No.	Facility
1	TAPS 1
2	TAPS 2
3	RAPS 1

4	RAPS 2
5	KK1
6	KK2
7	RAPS 5
8	RAPS 6
9	RAPS 3
10	RAPS 4
11	KAPS 1
12	KAPS 2
13	NAPS 1
14	NAPS 2

1.1.15. The definitions of cold zone and nuclear island shall be included in the respective section(s) of the treaty as below *Definitions*

1.1.16. "Cold Zone" The Cold Zone means any areas outside the Nuclear island.

1.1.17. "Nuclear Island"

1.1.17.1. For a pressurized Water Reactor (PWR) or a pressurized Heavy Water Cooled and Moderated Reactor (PHWR) the Nuclear Island means the High Radioactivity Zone (HRZ) plus those parts of the reactor system inside the containment or reactor building in contact with the primary coolant or other radioactivity, such as but not limited to control mechanisms for control rods, steam generators or heat exchangers, pressurizers. circulation pumps, travelling crane, auxiliary circuits, ventilation, fuel element loading machine and fuel element transfer machine and all rooms and/or compartments where such equipment is located and where special Precautions are necessary due to the radiation level when inspections or repairs are carried out (i.e. All areas inside the containment or reactor building and the storage for irradiated fuel elements).

1.1.17.2. For a BWR (Boiling Water Reactor) the Nuclear Island means the HRZ plus those parts of the reactor system inside the containment or reactor building in contact with the primary coolant or other radioactivity, such as but not limited to steam drum, travelling crane, auxiliary circuits, ventilation, fuel element loading machine and fuel element transfer machine and all room and/or compartments where such equipment is located and where special precautions are necessary due to the radiation level when inspections or repairs are carried out (i.e. all areas inside the containment or reactor building and the storage for irradiated fuel elements).

1.1.17.3. The steam turbine, re-heaters, condensers and feed pumps form part of the primary circuit and are in direct contact with the primary coolant. However, any contamination present in these components only contains isotopes with a short half-life and the decontamination of these components is a standard procedure regularly carried out during routine maintenance. For these reasons, these components are not considered part of the nuclear island.

1.1.18. “High Radioactivity zone (HRZ)”

1.1.18.1. For a Pressurized Water Reactor (PWR) the HRZ means the reactor pressure vessel or structure which immediately contains the reactor core (including its supports and shrouding) and all the contents thereof, the fuel elements, the control rods and the irradiated fuel store.

1.1.18.2. For a Pressurized Heavy Water Cooled and Moderated Reactor (PHWR) the HRZ means the calandria vessel or structure which immediately contains the reactor core (including its supports and shrouding) and all the contents thereof, the fuel elements, the pressure tubes, the control rods and the irradiated fuel store.

1.1.18.3. For a Boiling Water Reactor (BWR*) or the HRZ means the primary containment vessel or structure which surrounds the drywall and all the contents therein such as but not limited to the reactor core (including its supports and shrouding) and all the contents thereof, the fuel elements, the control rods, the control mechanism for the control rods, the reactor internal pumps, the reinforced containment concrete vessel or structure, the mail steam isolation valves, the safety/ relief valves, the suppression pool and the irradiated fuel store

Notes:

1.1.19. The exact extent of the Nuclear Island depends on the reactor type, e.g. pressurized water reactor, boiling water reactor, gas cooled reactor, etc. and shall be precisely defined in the policy.

1.1.20. Examples for the latest PWR designs are Aroma's European Pressurized Reactor (EPR), Westinghouse`s Advanced passive 1000 Reactor (AP 1000), the Korean Advanced Power Reactor (APR) or the ATMEA-1 developed by a joint venture between Areva and Mitsubishi Heavy Industries.

1.1.21. The exact extent of the HRZ depends on the reactor type e.g. pressurized Water Reactor (PWR), Boiling water Reactor (BWR).

1.1.22. Examples for the latest BWR designs are GE Hitachi’s Advanced Boiling Water Reactor (ABWR), Toshiba’s ABWR, GE’s Simplified Boiling Water Reactor (SBWR) or GE’s Economic Simplified Boiling Water Reactor (ESBWR).

23. ADDITIONAL NUCLEAR EXTENSIONS

Unless specifically agreed in respect of an insured loss involving Nuclear Material under determined circumstances, this Agreement does not cover legal liability, loss (including consequential loss) or damage, cost or expense caused directly or indirectly by any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss: Nuclear Material, Nuclear Fission, Nuclear Radiation, Nuclear Waste from the use of Nuclear Fuels, Nuclear Explosives or any Nuclear Weapon.

For the sake of clarity, the above exclusion does not cover legal liability, loss (including consequential loss) or damage, cost or expense caused directly or indirectly by or contributed to by or arising from ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

Definitions

1. “Nuclear Material” as defined in NMA 1975 (A).

2. “Nuclear fusion” means a nuclear reaction in which atomic nuclei of low atomic number fuse to form a heavier nucleus with the release of energy.

3. “Nuclear radiation” means the absorption of electro-magnetic radiation by a nucleus having a magnetic moment when in an external magnetic field.

4. “Nuclear waste” as defined in NMA 1975 (A).

5. “Nuclear fuels” means a substance that will sustain a fission chain reaction so that it can be used as a source of nuclear energy.

6. “Nuclear Explosives” means an explosive involving the release of energy by nuclear fission or fusion or both.

7. “Nuclear Weapon” means a nuclear device designed, used or capable of being used for the inflicting of bodily harm or property damage.

24. COMPUTER LOSS GENERAL EXCLUSION

General Exclusion applicable to all sections of this Agreement insuring damage to Property or the consequences of damage to property or any liability.

Notwithstanding any provision of this Agreement including any special exclusion or extension or other provision not included herein which would otherwise override a general exclusion, this Agreement does not cover:

1. loss or destruction of or damage to any property whatsoever (including a computer) or any loss or expense whatsoever resulting or arising there from;

2. any legal liability of whatsoever nature.

3. any consequential loss directly or indirectly caused by or contributed to by or consisting of or arising from the incapacity or failure of any computer, correctly or at all,

4. to treat any date as the correct date or true calendar date, or correctly or appropriately to recognize manipulate interpret process store receive or to respond to any data or information, or to carry out any command or instruction, in regard to or in connection with any such date or

5. to capture save retain or to process any information or code as a result of the operation of any command which has been programmed into any computer, being a command, which causes the loss of data or the inability to capture save retain or correctly process such data in regard to or in connection with any such date or

6. to capture save retain or to process any information or code due to programme errors, incorrect entry or the inadvertent cancellation or corruption of data and or programmes

7. to capture save retain or to process any data as a result of the action of any computer virus or other corrupting, harmful or otherwise unauthorized code or instruction including any Trojan horse, time or logic bomb or worm or any other destructive code, media or programme or interference

A computer includes any computer, data processing equipment, microchip, integrated circuit or similar device in computer or non-computer equipment or any computer software, tools, operating system or any computer hardware or peripherals and the information or data electronically or otherwise stored in or any of the above, whether the property of the insured or not.

25. ELECTRONIC DATE RECOGNITION CLAUSE EDRC (B)

Section 1

This insurance does not cover any loss, damage, cost, claim or expense whether preventive, remedial or otherwise, directly or indirectly arising out of or relating to:

1. the calculation, comparison, differentiation, sequencing or processing of data involving the date change to the year 2000, or any other date change, including leap year calculations by any computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the insured or not; or

2. any change, alteration or modification involving the date change to the year 2000 or any other date change, including leap year calculations, to any such computer system, hardware, programme or software or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the insured or not.

This clause applies regardless of any other clause or event that contributes concurrently or in any sequence to the loss, damage, cost, claim or expense.

However, this section shall not apply in respect of physical damage occurring at the insured's premises arising out of the perils of fire, lightning, explosion, aircraft or vehicle impact, falling objects, windstorm, hail, tornado, hurricane, cyclone, riot, strike, civil commotion, vandalism, malicious mischief, earthquake, volcano, tsunami, freeze or weight of snow.

Section 2

Notwithstanding Section 1 above, this Insurance does not cover any costs and expenses, whether preventive, remedial or otherwise, arising out of or relating to change, alteration or modification of any computer system, hardware, programme or software or any microchip, integrated circuit or similar device in computer or non-computer equipment, whether the property of the insured or not.

Section 3

The date change to the year 2000, or any other date change, including leap year calculations, shall not in itself be regarded as an event for the purposes of this insurance.

26. POLLUTION/CONTAMINATION EXCLUSION – NMA 1685

This agreement excludes any loss arising from Pollution or Contamination except (unless otherwise excluded) destruction of or damage to the property insured caused by:

1. pollution or contamination which itself results from a peril (re) insured against

2. any peril (re) insured against which itself results from a pollution or contamination

This agreement also excludes any liability in connection with disposed or dumped waste materials or substances.

27. SANCTION LIMITATION AND EXCLUSION CLAUSE (LMA 3100)

No (re) insurer shall be deemed to provide cover and no (re) insurer shall be liable to pay any claim or 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.

28. INFORMATION TECHNOLOGY CLARIFICATION AGREEMENT

Property damage covered under this Agreement shall mean physical damage to the substance of property.

Physical damage to the substance of property shall not include damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure.

Consequently, the following are excluded from this Agreement –

Loss of or damage to data or software, particular any detrimental change in data, software or computer programs that is caused by deletion, a corruption or a deformation of the original structure, and any business interruption losses resulting from such a loss or damage. Notwithstanding this exclusion, loss of or damage to data or software, which is the direct consequence of insured physical damage to the substance of property, shall be covered.

Loss or damage resulting from an impairment in the function, availability, range of use or accessibility of data, software or computer programs, and any business interruption losses resulting from such loss or damage.

29. PROFESSIONAL FEES CLAUSE

The Indemnity provided by this Policy is extended to include Architects, Surveyors and Consulting Engineers or other Professional Fees necessarily incurred in the reinstatement of the Insured Property consequent upon loss or damage but not for preparing any claim, it being understood that the amount payable for such fees shall not exceed those authorised under the scale of the appropriate Professional Body.

The liability of the insurers under this endorsement shall in no case exceed 10% of the loss amount per any one occurrence and Rs.---------- in the aggregate

30. TOTAL ASBESTOS EXCLUSION CLAUSE

It is hereby understood and agreed that this contract shall not apply to, and does not cover, any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly caused by, arising out of, resulting from, in consequence of, in any way involving, or to the extent contributed to by, the hazardous nature of asbestos or any materials containing asbestos in whatever from or quantity.

31. CO-INSURANCE CLAUSE

1. It is hereby declared and agreed that insurers named hereunder severally agree and accept the following for the proportion set against its name:

1.1. In event of any claim being admissible by the insurer towards the liability, to pay or make good to the insured the value of the property at the time of the happening of its loss or destruction or the amount of such damage thereto as provided for under the policy and or

1.2. To indemnify the insured against liability at law or damage to any property or injuries to persons as provided for under the policy

2. Co-Insurance Schedule

Serial No	Coinsurance Details	Share (%)

3. Conditions forming part of this clause

It is hereby agreed and understood that:

3.1. The Insured in exercise of his option has after having understood the implications, selected the above named lead Insurer and the named Co-insurers vide sr. Nos. of the co-Insurance schedule as in point no. 2 under the policy.

3.2. The duties of insured would devolve upon the authorized intermediary licensed by IRDA

(referred to as authorised representative here after) where the insured appoints such authorized intermediary to transact on his behalf with the insurer/s.

3.3. It shall be the responsibility of the insured or his authorised representative licensed by IRDA to decide on the panel of co-insurers and their respective shares of the risk herein as set out in co-insurance share under paragraph 2 above and communicate the same to all such participating co-insurers, prior to assumption of risk.

3.4. The lead Insurer shall finalise the terms and conditions applicable to the risk in the form of an underwriting slip with a unique code to be handed over to the Insured/Authorised intermediary.

3.5. It shall be the responsibility of the insured or his authorized representative to ensure that all insurers listed in the co-insurance schedule under paragraph 2 above, are fully aware of the terms and conditions of this policy and shall secure their unqualified acceptance of such terms and conditions prior to issuance of cover and inclusion of names of insurers in this coinsurance arrangement.

3.6. During the currency of the policy, if there are any material changes in risk or as changes in original terms and conditions such as variation in Sum Insured, changes in premium charged, extension of policy period, etc., the same shall be communicated by the insured or his authorised representative giving sufficient advance notice of 7 days to the leader as well as all other participating co-insurers listed in the co-insurance schedule under paragraph 2 above and procure confirmation thereon. The endorsement to this effect shall be executed by the lead insurer under advice to all other participating co-insurers.

3.7. The liability of the insurers shall in no case exceed in respect of each item of the sum expressed in the set schedule to be insured thereon or in the all, the total sum insured hereby or sums as may be substituted thereof by endorsement.

3.8. In the event of any of the insurers, chosen by the Insured as per paragraph 3.1 above and listed in the co-insurance schedule, withdrawing from participation in this Policy at any time during its currency after giving due notice of 14 days, the insured shall arrange for an alternative insurer to take up the full share of risk vacated by the existing insurer. In the event of insured failing to do so, the insured shall be considered as his own insurer for such share of risk or part there of which is not taken up by such alternative co-insurer.

3.9. In the event of a claim under this policy, the insured shall give notice of its occurrence to the Lead Insurer with a copy to all the insurers as listed in clause 2 above.

3.10. Upon receipt of such notification of claim, all claim related activities including appointment of surveyors, etc shall be done by the lead insurer who shall decide the admissibility as well as quantum of the claim and the co-insurers shall abide by the same.

3.11. In the event of any claim being value of more than 5 crores the lead insurer can immediately demand and the following co-insurer shall pay the cash call of their proportionate share of loss.

3.12. In all other cases, where the Lead Insurer pays 100% of the assessed loss, the following coinsurer/s shall remit their share of the loss to the Lead Insurers within a maximum period of 21 days from the date on which the Lead Insurer makes the demand.

Lead Insurer's declaration that the Claim and the amount there of was in accordance with terms and conditions of the Policy issued shall be considered sufficient by the co-insurers for the purpose of remitting their share of the loss to the Lead Insurer.

3.13. The co-insurers forming part of this agreement shall be entitled to demand and obtain from the Lead Insurer/Intermediaries copies of all policies, endorsements or other claim related documents relevant to this co-insurance clause.

In witness, whereof, this policy has been signed by (Lead Insurer) for itself and as authorized agents for other participating insurers named herein.

Subject otherwise to the terms, exceptions, conditions and limitations of this policy.

32. DESIGNATION OF PROPERTY CLAUSE

For the purpose of determining, where necessary, the designation of any property Insured, the Insurer shall accept the designation under which such property has been entered in the Insured's book.

33. NO CONTROL CLAUSE

This Policy shall not be affected by failure of the Insured to comply with any provisions of this Policy (including the warranties or Conditions endorsed hereon) in any portion of the premises over which the Insured has no control.

34. NOMINATED LOSS ADJUSTER'S CLAUSE

Insurers agree that, in the event of an occurrence that is likely to give rise to a claim under this Policy, the Insured can appoint one of the following firms of Adjusters/Surveyors to act on behalf of Insurers to conduct all loss or damage surveys or adjustments (insert names here).

35. NON VITIATION CLAUSE

Notwithstanding anything to the contrary contained in this Policy, as the various parties comprising the insured operate as separate and distinct entities the rights of each of the parties in all respect shall (notwithstanding anything contained or implied herein to the contrary) be treated as though each of the parties had separate policies for their respective rights and interests and the rights and indemnities of any of the parties who are not guilty of any fraud, mis-representation, non- disclosure or breach of condition or warranty shall not be prejudiced or affected by any fraud, misrepresentation, non- disclosure or breach of condition or warranty by any of the other parties comprising the Insured.

Nothing contained in this endorsement shall be deemed to increase the Sum(s) Insured or limit of indemnity stated in the Policy Schedule.

Subject otherwise to terms, conditions and exceptions of the policy.

36. NON-INVALIDATION CLAUSE

This insurance shall not be invalidated by any act or omission mis-description of occupancy or by any alteration where the risk of destruction or damage is increased unknown to or beyond the control of the Insured, provided that Insured shall give notice to Insurers as soon as they become aware of the situation.

37. ON ACCOUNT PAYMENT CLAUSE

In the event of admissible loss or damage, payment “on account” will be made by the Insurer on request if the liability of the Insurer has been established in a preliminary loss report and accepted by the insurer.

38. PRIMARY & NON- CONTRIBUTORY CLAUSE

It is expressly agreed that this policy provides primary insurance cover and shall not be contributory to any other policy that may exist whether the other policy also covers the interest of the insured or not.

Subject otherwise to terms, conditions and exceptions of the policy.

39. CIVIL AUTHORITY CLAUSE

This Policy covers any loss, damage, expense or liability arising as a result of any act or order of any governmental body or agency; and or any increase caused by any act or order of any governmental body or agency in any loss, damage, expense or liability caused by any event hereby insured against

The liability of the Insurers shall not exceed ___% of the Contract Value, as specified in the Policy Schedule.

40. LOSS PAYEE CLAUSE

In the event of claims being made under the policy, a form of discharge signed by an authorised representative of Insured shall be accepted as a valid discharge on behalf of all other parties interested in the insurance by the policy. An amount agreed in settlement of such claims shall be payable solely in favor of or to the order of Insured who agree to hold the insurer harmless in respect of such payment.

41. MULTIPLE INSUREDS CLAUSE

It is expressly agreed that if in any section the insured comprises more than one party each operating as a separate and distinct entity, this policy of insurance shall, unless otherwise provided for in this policy of insurance, apply as if a separate policy had been issued to each of these parties provided always that the insurer's overall liability towards the parties that constitute the insured in any section shall not exceed the sum insured and any limits of indemnity specified in the schedule to that section.

Any payment made by the insurer to any insured party as a result of an occurrence of loss or damage shall reduce, by the amount of that payment, the insurer's liability towards all the insured parties that constitute the insured arising from that occurrence under this policy of insurance.

42. CYBER LOSS LIMITED EXCLUSION CLAUSE (LMA 5410)

i. Notwithstanding any provision to the contrary within this insurance agreement or any endorsement thereto, this insurance agreement excludes all loss, damage, liability, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with:

- any loss of, alteration of, or damage to or a reduction in the functionality, availability or operation of a Computer System, unless subject to the provisions of paragraph 2;

- any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data.

ii. Subject to the other terms, conditions and exclusions contained in this insurance agreement, this insurance agreement will cover physical damage to property insured under the original policies and any Time Element Loss directly resulting therefrom where such physical damage is directly occasioned by any of the following perils:fire, lightning, explosion, aircraft or vehicle impact, falling objects, windstorm, hail, tornado, cyclone, hurricane, earthquake, volcano, tsunami, flood, freeze or weight of snow iii. Definitions

- Computer System means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

- Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

- Time Element Loss means business interruption, contingent business interruption or any other consequential losses.

43.RADIOACTIVE CONTAMINATION,CHEMICAL, BIOLOGICAL, BIOCHEMICAL & ELECTROMAGNETIC WEAPONS EXCLUSION CLAUSE

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith.

In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from-

1. ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.

2. the radioactive, toxic, explosive or other hazardous or contamination properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.

3. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

4. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.

5. any chemical, biological, bio-chemical, or electromagnetic weapon.

44. RAIN WATER DAMAGE EXCLUSION WARRANTY

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 NOT indemnify damage caused by rill erosion, gully erosion and rain cuts caused by flow of rain water.

45. WARRANTY CONCERNING STRUCTURES IN EARTHQUAKE ZONES

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.

46. SPECIAL CONDITIONS FOR LAYING WATER SUPPLY AND SEWER PIPES

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 any loss, damage or liability due to the flooding or silting of pipes, trenches or shafts only up to the maximum length of open trench stated below, partially or completely excavated, for any one loss event. The Insurers shall be liable only if

1. The pipes, immediately after laying, have been secured in such a manner by backfilling that they cannot be displaced if the trench is flooded;
2. The pipes, immediately after laying, have been closed to prevent water, silt or the like from penetrating;
3. The trenches of tested pipe sections have been backfilled immediately upon completion of the pressure test.

Maximum length: As Specified in Schedule

47. EARTHQUAKE, VOLCANIC ACTIVITY OR TSUNAMI EXCLUSION CLAUSE

It is hereby agreed that the following Exclusion is added to General Exclusions:

Notwithstanding anything contained herein to the contrary, this policy does not cover any loss, Liability or expense, directly or indirectly causes by or resulting from earthquake, volcanic activity or tsunami.

48. EXCLUSION OF COSTS AND EXPENSES RELATING TO LANDSLIDES AND REPAIR TO UNPROTECTED SLOPES

It is agreed and understood that otherwise subject to the terms, exclusion, provisions and conditions contained in the policy or endorsed thereon, the insurer shall not indemnify the insured in respect of:

- Expenses incurred for the removal of debris from the landslide in excess of the costs of excavating the original materials from the area affected by such landslides.

- Expenses incurred for the repair of eroded slopes or other graded areas if the Insured has failed to take the measures required or to take them in time to time.

49. NORMAL ACTION OF SEA

It is agreed that in Section 1, Material Damage the following is added to Exclusions to Section 1: Insurers will not indemnify the Insured in respect of any loss or damage totally or partially resulting from adverse sea conditions unless according to the records available the return period of such sea conditions at the Project Site is higher than the return period stated below.

Sea conditions shall mean waves caused by storm including but not limited to tropical cyclone, typhoon, hurricane. The parameter to be used shall be recorded heights of the significant wave measured by the observation station(s) stated below.

The burden will be on the Insured to demonstrate that this exclusion shall not apply.

Return period: ………. years

Observation station(s):

………………………………………………………………………………………………………..

50. SPECIAL CONDITIONS CONCERNING PILING FOUNDATION AND RETANING WALL WORKS

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 not indemnify the Insured in respect of expenses incurred

1) for replacing or rectifying piles or retaining wall elements a. which have become misplaced or misaligned or jammed during their construction,

b. which are lost or abandoned or damaged during driving or extraction, or

c. which have become obstructed by jammed or damaged piling equipment or casings,

2) for rectifying disconnected or declutched sheet piles,

3) for rectifying any leakage or infiltration of material of any kind,

4) for filling voids or for replacing lost bentonite,

5) as a result of any piles or foundation elements having failed to pass a load bearing test or otherwise not having reached their designed load bearing capacity, 6) for reinstating profiles or dimensions.

This endorsement shall not apply to loss or damage caused by natural hazards. The burden of proving that such loss or damage is covered shall be upon the Insured.

51. WET WORKS

Notwithstanding anything contained herein to the contrary, it is hereby agreed that the following Exclusion is added to Exclusions applicable to Section 1 of the Policy.

Insurers will not indemnify the Insured in respect of any Loss to Insured Property arising directly or indirectly from:

a) dredging and re-dredging;

b) loss of fill.

52. COFFERDAMS

Notwithstanding anything contained herein to the contrary, it is hereby agreed that the following Exclusion is added to Exclusions applicable to Section 1 of the Policy .

Insurers will not indemnify the Insured in respect of any Loss to Insured Property arising directly or indirectly from the overtopping of a cofferdam caused by a flood with a return period of less than 20 years.

53. BREAKWATERS

Notwithstanding anything contained herein to the contrary, it is hereby agreed that the following Limitation is added to Conditions applicable to Section 1 of the Policy :

54. CONDITION FOR CONSTRUCTION OF TUNNEL, GALLERY, TEMPORARY/PERMANENT SUBSURFACE STRUCTURE /INSTALLATIONS

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 not indemnify the Insured in respect of the expenses incurred for

- alterations in the construction method or due to unforeseen ground conditions or obstructions, - measures which become necessary to improve or stabilize ground conditions or to seal against water ingress unless necessary to reinstate indemnifiable loss or damage,
- removing material which has been excavated, or due to overbreak in excess of the design profile and/or for refilling cavities resulting there from,
- dewatering unless necessary to reinstate indemnifiable loss or damage,
- loss or damage due to breakdown of the dewatering system if such loss or damage could have been avoided by use of standby facilities,
- the abandonment or recovery of tunnel-boring machines,
- the loss of bentonite, suspensions, or any media or substance used for excavation support or as a ground-conditioning agent.

In the event of indemnifiable loss or damage the maximum amount payable under this Policy shall be limited to the expenses incurred to reinstate the insured property to a standard or condition technically equivalent to that which existed immediately before the occurrence of loss or damage but not in excess of the percentage as stated below of the original average per-metre construction cost of the immediate damaged area.

Maximum percentage payable is as Specified in the Policy Schedule.

55. WARRANTY CONCERNING CAMPS AND STORES

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 directly or indirectly caused to camps and stores by fire, flood or inundation if these camps and stores are located above the highest water level recorded anywhere on the site during the last 20 years and the individual storage units are either at least 50 m apart or separated by fire walls.

It is also agreed that the Insurers shall indemnify the Insured for any one occurrence only up to a limit of indemnity of for camps, for each individual storage unit.

56. WARRANTY CONCERNING CONSTRUCTION MATERIAL

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 directly or indirectly caused to construction material by flood or inundation if such construction material does not exceed ____days' demand and the exceeding quantities are kept in areas not endangered by ___year floods.

57. SECTION WARRANTY FOR ROAD PROJECTS, INTERNAL / ACCESS ROADS OF HYDEL POWER PROJECTS

It is hereby agreed that as of the inception date of the policy, the following condition shall apply 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) Projects in Jammu & Kashmir, Ladakh, Himachal Pradesh, Bihar, Uttar Pradesh, Uttarakhand and eight north eastern states namely Arunachal Pradesh, Assam, Manipur, Meghalaya, Mizoram, Nagaland, Tripura and Sikkim to have open section limit as maximum ____% of the project length at any given time with maximum distance of _______meters between two sections

b) Projects in other states to have open section limit as maximum ____% of the project length at any given time with minimum distance of ____ meters between two sections

c) ______meters X ____ unconnected sections for internal & access roads of hydel power projects and any two unconnected sections separated by a distance of _ _ _ meters from each other.

The length of the working area (excavation and construction of coffer etc., however except final surfacing) shall never exceed __meters, as Specified in Policy Schedule, at any work face and a total of ___meters , as Specified in Policy Schedule, at all work faces combined.

58. EXCLUSION CONCERNING USED MACHINERY

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 not indemnify the Insured for loss of or damage to the insured used items

- attributable to previous operation,

- attributable to dismantling (if dismantling is not covered),

- in respect of any non-metallic parts.

59. UNDERGROUND CONSTRUCTION

It is agreed that in Section 1, Material Damage the following is added to Conditions to Section1:

Insurers will not indemnify the Insured in respect of any loss or damage to tunnels, shafts, caverns and similar underground construction, hereinafter called Underground Construction, for:

(a) the cost of removing overbreak material excavated beyond the minimum net excavation line provided in the plans, nor the cost of filling the cavities produced by such overbreak;

(b) the costs of safety measures taken to support, reinforce, stabilise rock or soil, irrespective of whether Loss has occurred, is imminent or has not yet manifested itself;

(c) loss of bentonite, grouting material, or other ground stabilisation fluids and/or materials;

(d) losses incurred due to abandonment or cessation of works;

(e) loss or damage where the Insured has failed to take all reasonable measures to prevent loss or damage in accordance with industry best practice standards;

(f) abandonment or recovery costs of any constructional plant and equipment including tunnel boring machines.

In respect of any Loss to Underground Construction the Limit of Indemnity and Deductible stated below will apply.
Limit of Indemnity each and every Loss: …………………….
Aggregate Limit of Indemnity for the Period of Insurance: ………………………..
Deductible each and every Loss: …...

60. INTERNATIONAL TUNNELLING CODE OF PRACTICE TO APPLY

The insured shall use all reasonable endeavours to comply with the 'Joint Code for Risk Management for Tunnel Works in the UK' (hereinafter referred to as the Code) or any subsequent amendment thereto or revised edition thereof current at inception or subsequent renewal of the Policy.

Any representative appointed for the purpose by the Company shall have the right at all reasonable times and on reasonable notice to enter and inspect any construction site insured under the Policy and/or any relevant documents relating thereto for the purpose of checking whether these in all or any respects comply with the Code.

In the event of the Company becoming aware of what it considers to be a breach of the Code, the Company may (but shall not be required to) inform the Client or his representative and the Main/Management Contractor's Construction Site management of the nature of the breach specifying the remedial measures required by the Company ('the Remedial Measures') and the period within which these shall be completed. The Client and the Main/Management Contractor will then ensure that all relevant Consultants and Trade/Subcontractors are made aware promptly of the relevant breach and that the Remedial Measures are carried out within the period being stipulated by the Company.

Where the Company considers such a breach is of sufficient importance, the Company shall confirm the same by notice in writing to the Client and Main/Management Contractor at their respective addresses nominated by the Insured at the inception of cover or as subsequently amended.Under the terms of this or any subsequent notice, the Company may suspend or cancel all cover under the Policy from the date stated in the notice (not being a date earlier than the date named for the completion of the Remedial Measures). Such notice shall be given by registered post, recorded delivery, confirmed facsimile transmission or by hand.

If the notice provides for suspension of cover, only such cover shall be reinstated when the Company is satisfied that the Remedial Measures have been completed.

If the notice provides for the cancellation of cover, the Company agrees to return to the Insured a pro rata proportion of the relevant part of the Policy premium provided there has been no losses till then date.

Cover under this Policy shall only be suspended or cancelled to the extent specified in the notice(s) and shall not apply to Works or cover or Insured not so specified.

For the avoidance of doubt, the Company shall have no liability to indemnify any Insured whose cover has been suspended or cancelled under a notice under this Endorsement in respect of loss or damage that results from loss or damage, which occurs after cancellation or during the period of suspension as appropriate.

Nothing in this Endorsement shall prejudice, waive or remove the rights of the Company under the terms of other Policy conditions and exclusions or otherwise under or in relation to the Policy.

SUBJECT OTHERWISE TO THE TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY.

Contractor's Plant & Machinery

Tunnel Boring Machine (TBM) covered for Operations under this Section of this policy for a period of XX months from a date to be agreed.

Warranted TBM to be successfully tested and commissioned before cover in this Section of the policy shall attach.

Munich Re TBM Depreciation Clause as under shall apply

TBM Depreciation Clause

In the event of damage to the Interest Insured, the basis of loss settlement shall be as follows:

a) In cases where damage can be repaired, the Insurers shall indemnify the costs necessarily incurred to restore the damaged property to its condition immediately before the occurrence of damage, including charges for ordinary freight, customs, duties and dues and the cost of erection provided such expenses have been included in the sum insured

   With the exception of parts which are subject to wear and tear and require routine replacement, no deduction shall be made for depreciation

b) If the cost of repairs equals or exceeds the actual value of the Tunnel Boring Machine (TBM) immediately before the occurrence of damage that property shall be deemed to be a total loss and settlement shall be made on the basis provided for in (c) below:

c) In the event of a total loss (but not a partial loss) in respect of a TBM, the basis of indemnity shall be as follows:
   Notwithstanding the definition of actual value elsewhere in this Policy, the actual value of the TBM before the completion of tunnelling works will be calculated accordingly to the depreciation formula given below but not less than 20% of the new replacement value. After the completion of tunnelling works, the actual value shall be deemed to be the salvage or buyback value of (not exceeding 20% with actual figures to be agreed by the Insurer) for the individual parts or elements of the TBM that will be moved to surface.

Actual Value = ½ A x (t+e) Where
A = new replacement value
t = uncompleted length of tunnel divided by the total length that was to be originally driven by the Tunnel Boring Machine e = coefficient of Tunnel Boring Machine condition whereby:

e = 1.0 if t >= 0.8	for new condition
e = 0.9 if t < 0.8 but >= 0.6	for very good condition
e = 0.8 if t < 0.6 but >= 0.4	for good condition

e = 0.7 if t < 0.4 but >= 0.2 for satisfactory condition
e = 0.6 if t < 0.2 for sufficient condition

61. LEG TUNNEL WORKS CLAUSE
Exclusions:

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers will not indemnify the Insured in respect of:

a) i) alterations in the construction method ii) unforeseen ground conditions or obstructions
iii) improving or stabilising ground conditions or sealing against water ingress
iv) dewatering unless necessarily and reasonably incurred following indemnifiable physical loss or physical damage.
b) overbreak or over-excavation in excess of the design profile and/or for refilling of cavities resulting therefrom

c) damage due to breakdown of the dewatering system if such damage could have been avoided by the use of standby facilities
d) loss of bentonite, suspensions, or any media or substance used for excavation support or as a ground-conditioning agent
e) the abandonment of sections of Tunnel Works that are not subject to indemnifiable physical loss or damage
f) the abandonment or recovery of Tunnel Boring Machines

Limits:
In the event of indemnifiable physical loss or physical damage to Tunnel Works during the Period of Insurance the maximum amount payable under this Section of the Policy in respect of Tunnel Works shall be limited to the expenses incurred to reinstate the insured property but not in excess of the applicable Monetary Limit as specified herein. Where no Monetary Limit is specified then the Percentage Limit shall apply.
The Monetary Limit shall be inclusive of all applicable cover Extensions under this Section of the Policy. The Percentage Limit shall be exclusive of all applicable cover Extensions under this Section of the Policy. In the event that one occurrence affects two or more Tunnel Works Elements, Insurers will pay no more than the highest single Limit that is applicable in the circumstances.

62. GLACIER LAKE OUTBURST FLOOD (GLOF)
It is hereby agreed and declared that this Insurance is extended to cover loss or damage to any of the property insured under this policy occasioned by or through or in consequence of Glacier Lake Outburst Flood including overflow of the sea, lakes reservoirs and rivers and/or Landslide / Rockslide resulting there from.

Limit: INR XXXX

63. AGREED BANK CLAUSE

"`It is hereby declared and agreed, subject otherwise to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, that upon any monies becoming payable under this policy the same shall be paid by the Company to the Bank and such part of any monies so paid as may relate to the interests of other parties insured hereunder shall be received by the Bank as Agents for such other parties.

That the receipts of the Bank shall be complete discharge of the Company thereof and shall be binding on all the parties insured hereunder.

N.B: The Bank shall mean the first named Financial Institution/ Bank named in the policy.

That if and whenever any notice shall be required to be given or other communication shall be required to be made by the Company to the insured or any of them in any manner arising under or in connection with this policy such notice or other communication shall be deemed to have been sufficiently given or made if given or made to the Bank.

That any adjustment, settlement, compromise or reference to arbitration in connection with any dispute between the Company and the insured or any of them arising under or in connection with this policy if made by the Bank shall be valid and binding on all parties insured hereunder but not so as to impair rights of the Bank to recover the full amount of any claim it may have on other parties insured hereunder.

That this insurance so far only as it relates to the interest of the Bank therein shall not cease to attach to any of the insured property by reason of operation of condition 3 of the Policy except where a breach of the condition has been committed by the Bank or its duly authorised agents or servants and this insurance shall not be invalidated by any act or omission on the part of any other party insured hereunder whereby the risk is increased or by anything being done to upon or any building hereby insured or any building in which the goods insured under the policy are stored without the knowledge of the Bank provided always that the Bank shall notify the Company of any change of ownership or alterations or increase of hazards not permitted by this insurance as soon as the same shall come to its knowledge and shall on demand pay to the Company necessary additional premium from the time when such increase of risks first took place and

It is further agreed that whenever the Company shall pay the Bank any sum in respect of loss or damage under this policy and shall claim that as to the Mortgagor or owner no liability therefore existed, the Company shall become legally subrogated to all the rights of the Bank to the extent of such payments but not so as to impair the right of the Bank to recover the full amount of any claim it may have on such Mortgagor or Owner or any other party or parties insured hereunder or from any securities or funds available.

N.B: In cases where the name of any Central Government or State Government owned and / or sponsored Industrial Financing or Rehabilitation Financing Corporations and /or Unit Trust of India or General Insurance Corporation of India and/or its subsidiaries or LIC of India/ any Financial Institution is included in the title of the Fire Policy as mortgagees, the above Agreed Bank Clause may be incorporated in the Policy substituting the name of such institution in place of the word 'Bank' in the said clause.

64. STFI (STORM, TEMPSET, FLOOD, INUNDATION) EXCLUSION
subject otherwise to the terms, provisions, conditions and exclusions contained in the policy of insurance or endorsed thereon.

The insurer shall not indemnify the insured for loss or damage resulting from STFI (Storm, Tempest, Flood, Inundation)

65. EARTHQUAKE EXCLUSION CLAUSE
subject otherwise to the terms, provisions, conditions and exclusions contained in the policy of insurance or endorsed thereon. The insurer shall not indemnify the insured for loss or damage resulting from earthquake

66. DRILLING WORK FOR WATER WELLS
It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the cover for well drilling work shall be restricted to loss or damage due to or resulting from the following named perils:

- earthquake, volcanism, tsunami
- storm, cyclone, flood, inundation, landslide
- blow-out and/or cratering
- fire/explosion
- artesian waterflow
- mud loss, which cannot be overcome by known practices
- collapse of hole including collapse of casing due to abnormal pressure or heaving shales, which cannot be overcome by known practices

The indemnity shall be calculated on the basis of the costs (including material) spent for drilling the well up to the very moment when the first phenomena of the above perils are apparent and the well has to be abandoned due to a hazard insured against, and the Insured shall bear a deductible of __% of the loss amount, minimum INR___ for any one occurrence, as stated in the Policy Schedule Special Exclusions:
The Insurers shall not be liable for

- loss of or damage to drilling rig and drilling equipment (for which the drilling contractor may conclude a special insurance),
- costs of fishing operations of all kinds,
- costs of reconditioning and workover operations to restore well conditions including all stimulation work (acidizing, fracturing, etc.)

67. EXCLUSION OF LOSSES, DAMAGE OR LIABILITIES ARISING FROM HORIZONTAL DIRECTIONAL DRILLING
It is agreed and understood that otherwise subject to the terms, exclusions, conditions and provisions in the Policy or endorsed thereon, the Insurers will not indemnify the Insured for losses, damage or liabilities which have been caused

- or result directly or indirectly from horizontal directional drilling;

- regarding the pipelines themselves in the area of routes created by horizontal directional drilling.

68. MUNICH RE'S WET RISK ENDORSEMENT

1. Exclusion

1.1.1. The insurer shall not indemnify the insured in respect of costs incurred for: -

1.1.1.1 loss or damage to berths, wharves, jetties and the likes caused by their subsidence or sinking,

1.1.1.2 normal action of the river / sea,

1.1.1.3 loss of or damage to more than 200m of uncompleted or unprotected seawall, quay or other marine structure,

1.1.1.4 loss damage or liability due to soil erosion,

1.1.1.5 dredging or re-dredging,

1.1.1.6 lost or damaged fill material,

1.1.1.7 replacing or rectifying piles or retaining wall elements,

i which have become misplaced or misaligned or jammed during their construction,

ii which are lost or abandoned or damaged during driving or extraction, or

iii which have become obstructed by jammed or damaged piling equipment or casings,

1.1.1.8 rectifying disconnected or de-clutched sheet piles,

1.1.1.9 rectifying any leakage or infiltration of material of any kind,

1.1.1.10 as a result of piles or foundation elements having failed to pass a load bearing test or otherwise not having reached their designed load bearing capacity,

1.1.1.11 for reinstating profiles or dimensions,

1.1.1.12 any floating and other equipment such as caissons, barges and the like and liabilities therefrom,

1.1.1.13 any mobilization / demobilization and /or other costs which arise for stand-by / waiting on weather of offshore construction equipment,

1.1.1.14 loss or damage to pulling wires, anchors, chains and buoys,

1.1.1.15 loss or damage due to impact of shipping

1.1.1.16 marine liability

2. Definition 2.1. Normal action of the sea means the state of the sea, which manifests itself up to No. 8 on the Beaufort scale, or the state of the tides, current and wave action of the sea, which must be statistically expected to occur once during a 20-year period, whichever is the more onerous.

3. Warranties 3.1 It is agreed and understood that subject otherwise to the terms, exclusions and provisions contained in the policy or endorsed thereon, the insured shall: -

3.1.1 receive weekly weather updates from the local meteorological office during the period of insurance and make continuous contact to the local meteorological office within 12 hours' notice of an imminent storm.

3.1.2 make navigation distance for public traffic to work site minimum 100m.

69. HYDROCARBON PROCESSING INDUSTRY ENDORSEMENT

It is agreed that in Section 1, Material Damage the following is added to Exclusions to Section 1:

As from the introduction of any hydrocarbon feedstock, Insurers will not indemnify the Insured in respect of any loss of or damage to:

(a) reforming units due to overheating or cracking of any tubes;

(b) Insured Property due to:

(i) overheating or cracking following or arising from any exothermic process reaction;

(ii) an intentional deviation from prescribed procedures including those relating to commissioning, start-up and operation.

70. SPL. CONDITION 1 FOR HYDROCARBON PROCESSING INDUSTRIES

This endorsement forms part of Section I and II and is subject otherwise to the terms, provisions, conditions, limitations and exclusions contained in the Policy or endorsed thereon except for the following

1. Exclusions

1.1. The Insurer shall not, from the time of introduction of any hydrocarbons into the plant, indemnify the

Insured in respect of loss of or damage to

1.1.1. catalysts,

1.1.2. reforming units as a result of overheating or cracking of tubes,

1.1.3. any Property Insured as a result of overheating or cracking following an exothermic reaction,

1.1.4. the insured plant as a result of the Insured not complying with safety regulations or wilfully interfering with the operation of safety devices, and for any liability resulting therefrom.

71. SPL. CONDITION 2 FOR HYDROCARBON PROCESSING INDUSTRIES

This endorsement forms part of Section I and II and is subject otherwise to the terms, provisions, conditions, limitations and exclusions contained in the Policy or endorsed thereon except for the following:

1. Exclusions

1.1. The Insurer shall not, from the time of introduction of any hydrocarbons into the plant, indemnify the Insured in respect of loss of or damage to

1.1.1. catalysts unless such loss or damage results from an otherwise indemnifiable Occurrence of loss of or damage to Property Insured

1.1.2. reforming units as a result of overheating or cracking of tubes,

1.1.3. any Property Insured as a result of overheating or cracking following an exothermic reaction,

1.1.4. the insured plant as a result of the Insured not complying with safety regulations or wilfully interfering with the operation of safety devices, and for any liability resulting therefrom

(b) loss of or damage to any storage tank in excess of the number of storage tanks stated below.

The burden will be on the Insured to demonstrate that exclusion (a) shall not apply.

Number of storage tanks: ……..

72. GROUND WATER PUMPING

It is agreed that in Section 1, Material Damage the following is added to Exclusions to Section 1:

Insurers will not indemnify the Insured in respect of:

(a) any loss or damage arising directly or indirectly from breakdown of any groundwater pumping system unless standby pumping facilities, equivalent to at least the capacity of the largest operating pump, are installed and ready for immediate use prior to the commencement of the pumping operations; and

(b) any costs or expenses incurred in respect of groundwater pumping operations.

73. STORAGE TANKS

It is agreed that in Section1, Material Damage the following is added to Exclusions to Section1:

Insurers will not indemnify the Insured in respect of:

(a) loss of or damage to storage tanks caused by storm (including but not limited to tropical cyclone, typhoon, hurricane) where the Insured has not taken adequate temporary safety measures during the erection phase to ensure that the tank withstands a wind speed corresponding to a return period of not less than XX (period) during its erection period; and

74. CROSS LIABILITY COVER

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the policy or endorsed thereon and subject to the insured having paid the agreed extra premium, the Third party Liability Cover of the policy shall apply to the insured parties named in the Schedule as if a separate policy had been issued to each party, provided the Company shall not indemnify the insured under the Endorsement in respect of liability for -

loss of or damage to items insured or insurable under Section 1 of the policy even if not recoverable due to excess or any limit, fatal or non-fatal injury or illness of employees or workmen who are or could have been insured under workmen's compensation and/or employer's liability insurance.

The Insurer's total liability in respect of the insured parties shall not however exceed in the aggregate for any one accident or series of accidents arising out of one event the limit of indemnity stated in the Schedule.

75. AIR FREIGHT

It is hereby declared and agreed that the policy shall also indemnify towards Air Freight incurred by the Insured in connection with the idemnifiable loss under the Policy.

In consideration thereof an additional premium of Rs._______ is charged hereby.

Limit of indemnity shall be Rs. _____ during currency of the Policy.

Each and every claim shall be subject to a minimum Excess of 5 % of the admissible Air Freight incurred over and above the excess as applicable under the Policy.

Subject otherwise to terms, conditions and exceptions of the policy.

76. ADDITIONAL CUSTOMS DUTY

In consideration of the insured having paid an additional premium of Rs. ____ it is hereby declared and agreed that the insured shall also be indemnified during the currency of this policy, towards Additional Custom Duty Rs. ___ which may be incurred by the insured over and above the Custom Duty amount taken into account in arriving at the Sum Insured of the affected item.

Each and every claim payable under this extension shall be subject to an Excess of 5% of the admissible Additional Custom Duty incurred and will be in addition to the Excess amount applicable for the affected item under the Policy.

77. OFF-SITE STORAGE COVER

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 Rs._______(as mentioned in the Policy Schedule)

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

78. MAINTENANCE VISITS / LIMITED MAINTENANCE VISITS COVER

In consideration of the payment of an additional premium by the insured (which is included in the Total Premium set forth in the schedule), it is hereby declared and agreed that the indemnity provided by this policy is extended to include maintenance cover for the period of ____ months to be reckoned from the date of completion of Testing, provided the policy period has been extended till completion of Testing. However, during the Maintenance Period this Insurance shall cover solely 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.

79. COVER OF EXTRA CHARGES FOR OVERTIME,NIGHT WORK,WORK ON PUBLIC HOLIDAYS,EXPRESS FREIGHT EXCL. AIR FREIGHT

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and the Insured having paid the agreed premium the Insurer shall indemnify the insured, extra charges for Overtime, Night Work, and Work on Public Holidays and Express freight (Excluding Air Freight).

Provided always that such extra charges are incurred in connection with any loss of or damage to the insured items recoverable under the Policy. If the sum(s) insured of the damaged item(s) is/are less than the amount(s) required to be insured, the amount payable under this Endorsement for such extra charges shall be reduced in the same proportion.

Provided always that the amount payable shall not exceed the ______% of loss amount or limit selected in the Policy Schedule whichever is lower and as the case may be, per any one occurrence.

80. COVER OF EXTRA CHARGES FOROVERTIME,NIGHT WORK,WORK ON PUBLICHOLIDAY,EXPRESS FREIGHT INCL.AIR FREIGHT

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 premium” the Insurer shall indemnify the insured, extra charges for Overtime, Night Work, Work on Public Holidays and Express freight (including Air Freight).

Provided always that such extra charges are incurred in connection with any loss of or damage to the insured items recoverable under the Policy.

If the sum(s) insured of the damaged item(s) is/are less than the amount(s) required to be insured, the amount payable under this Endorsement for such extra charges shall be reduced in the same proportion.

Provided always that the amount payable shall not exceed -----------% of loss amount per any one occurrence and that the indemnity in respect of Air Freight shall be subject to an additional excess of -----------% of the Air Freight incurred per claim.

81. ESCALATION CLAUSE

It is hereby declared and agreed that the insured having paid the agreed extra premium, Company shall provide for escalation in Sum Insured under items of Section I of the Schedule attached to the policy upto --------% of the original Site Value, the basis of claim settlement shall be the original site value of affected equipment/ property as insured plus increase in cost of replacement/ reconstruction, if any provided that the increase in the value of such equipment/ property does not exceed -------- % of the original site value as insured.

It is also hereby declared and agreed that in the event of a claim the Insured would be considered as fully insured upto the Sum Insured inclusive of --------% increase as per selected escalation and underinsurance would apply only in the event of the cost of replacement / reconstruction of the affected equipment/property exceeding the original value as insured inclusive of selected ---------- % towards escalation.

It is however understood and agreed that the premium collected against escalation provision shall not be subject to refund of premium as provided in the premium adjustment clause.

It is further understood and agreed that in case of additional premium chargeable during final adjustment, additional escalation premium will be charged to the insured but in case of any premium refundable during final adjustment no refund shall be allowed against the escalation premium already charged to the Insured.

82. CLEARANCE AND REMOVAL OF DEBRIS

This Policy extends to cover costs and expenses necessarily incurred by the Insured with the consent of the Insurers in demolishing or removing debris of portions of the property insured by Section I destroyed or damaged by any peril hereby insured against upto an amount not exceeding --------% of the claim amount Rs. ----------- lacs per any one occurrence and Rs.---------- in the aggregate.

83. COVER FOR INCREASED CUSTOM DUTY

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed extra premium, this insurance shall be extended to cover at the Insured exchange rate increased Customs Duty percentage payable on the replacement supplies over and above the Customs Duty taken into account while arriving at the sum insured of the affected item.

Provided always that such additional duty is incurred in connection with any loss or damage to the insured items recoverable under the policy and provided further that the amount payable hereunder shall not exceed Rs.---------- in the aggregate.

Each and every claim payable under this extension shall be subject to an excess of 5% of the Additional Customs Duty incurred over and above the excess normally applicable.

84. OWNERS SURROUNDING PROPERTY

It is hereby declared and agreed that the insured having paid the extra premium the policy extends to cover loss of or damage to property located on or adjacent to the Project 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 the erection, construction or testing of the items insured under Section I and happening during the period of cover. This cover does not apply to Construction / Erection Machinery, Plant and Equipment, Temporary Buildings and Temporary site installations.

Limit of indemnity shall be ---------% of the policy Sum Insured. The policy does not cover loss due to Fire, Lightning, Explosion and Aircraft damage to be retained or deleted as per cover decided.

85. AUTOMATIC REINSTATEMENT

Notwithstanding anything contained herein to the contrary it is hereby agreed and understood that the amounts insured are always to remain at risk and shall not be reduced following loss or damage insured hereunder so long as the aggregate of the sums paid and/or payable does not exceed 10% of the completely erected value - If restricted.

It is hereby declared and agreed that the insured having paid the extra premium the amount insured are always to remain at risk and shall not be reduced, so long as the aggregate of the sum paid and/or payable does not exceed------ % of sum insured.

86. WAIVER OF SUBROGATION

It is hereby agreed and understood that otherwise subject to the terms exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers shall waive all their rights of subrogation or action which they may have or acquire against the assured and any person, firm or corporation having an association or affiliation at the time of loss with the assured through ownership or management subject to having been insured under this Policy.

87. EXTENDED MAINTENANCE COVER

In consideration of the payment of an additional premium by the Insured (which is included in the total premium set forth in the schedule) it is hereby declared and agreed that the indemnity provided by this policy is extended to include Maintenance Cover for the period of _____ months to be reckoned from the date of completion of Testing, provided the policy period has been extended till completion of Testing.
However, during the Maintenance period this insurance shall cover loss 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.

WARRANTY CONCERNING 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 subject to the Insured having paid the agreed extra premium, this insurance shall be extended for the maintenance period specified hereunder to cover loss 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 loss or damaged section was issued.

Maintenance cover from ___________ to ____________

Extra premium ______________

88. CONTINUITY OF COVER

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed extra premium, the insurance shall be extended to cover

- Continuity of coverage as per policy coverage for portion of project / contract package that are complete before the Commercial Operation Date and are either handed over to principals and/or Contractors but not tested integrally and / or put to commercial operation and / or await testing with the other packages till the Commercial Operation Date of the project and thus the coverage shall continue for entire project components / packages till Commercial Operation Date of the project

- Coverage shall continue for entire project components / packages till Commercial Operation Date of the project.

89. PUT TO USE

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 premium" the Insurer shall indemnify the insured under section I in respect of accidental physical loss or accidental physical damage to any part of the permanent works occurring during the construction period but after being taken over or taken into use of such portion of the permanent works by one of the insured parties. The cover hereunder ceases upon termination of the construction period.

90. EXTENDED DEFECTIVE CONDITION EXCLUSION DE2 (1995)

This policy excludes loss of or damage to and the cost necessary to replace repair or rectify

(a) Property Insured which is in a defective condition due to a defect in design plan specification materials or workmanship of such Property Insured or any part thereof

(b) Property Insured which relies for its support or stability on (a) above

(c) Property Insured lost or damaged to enable the replacement repair or rectification of Property Insured excluded by (a) and (b) above

Exclusion (a) and (b) above shall not apply to other Property Insured which is free of the defective condition but is damaged in consequence thereof.

For the purpose of this policy and not merely this Exclusion the Property Insured shall not be regarded as lost or damaged solely by virtue of the existence of any defect in design plan specification materials or workmanship in the Property Insured or any part thereof

91. LIMITED DEFECTIVE CONDITION EXCLUSION DE3 (1995)
This policy excludes loss of or damage to and the cost necessary to replace repair or rectify

(a) Property Insured which is in a defective conditions due to defect in design plan specification materials or workmanship of such Property Insured or any part thereof

(b) Property Insured lost or damaged to enable the replacement repair rectification of Property Insured excluded by (a) above

Exclusion (a) above shall not apply to other Property Insured which is free of the defective condition but is damaged in consequence thereof.

For the purpose of the Policy and not merely this Exclusion the Property Insured shall not be regarded as lost or damaged solely by virtue of the existence of any defect in design plan specification material or workmanship in the Property Insured or any part thereof.

92. DEFECTIVE PART EXCLUSION DE4 (1995)
This policy excludes loss of or damage to and the cost necessary to replace repair or rectify

(a) Any component or individual item of the Property Insured which is defective in design plan specification materials or workmanship

(b) Property Insured lost or damaged to enable the replacement repair or rectification of Property Insured excluded by (a) above

Exclusion (a) above shall not apply to other parts or items of Property Insured which are free from defect but are damaged in consequence thereof.

For the purpose of the Policy and not merely this Exclusion the Property Insured shall not be regarded as lost or damaged solely by virtue of the existence of any defect in design plan material specification or workmanship in the Property Insured or any part thereof.

93. DESIGN IMPROVEMENT EXCLUSION DE5 (1995)
This policy excludes:

(a) The cost necessary to replace repair or rectify any Property Insured which is defective in design plan specification materials or workmanship.

(b) Loss or damage to the Property Insured caused to enable replacement repair or rectification of such defective Property Insured.

But should damage to the Property Insured which is free of such defective condition (other than damage as defined in (b) above) result from such a defect this exclusion shall be limited to the costs of additional work resulting from and the additional costs of improvement to the original design plan specification materials or workmanship.

For the purpose of the policy and not merely this Exclusion the Property Insured shall not be regarded as lost or damaged solely by virtue of the existence of any defect in design plan specification materials or workmanship in the Property Insured or any part thereof.

94. TPL COVER DURING MAINTENANCE PERIOD

In consideration of the payment of an additional premium 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 erection thereon;

b) Legal liability (liability under contract excepted) for fatal or non-fatal injury to any person other than the Insured's own employees or workman or employees of the owner of the works or premises or other firms connected with any other erection work thereon, or members of the Insured's family or of any of the aforesaid; directly consequent upon or solely due to the erection of any property described in the Schedule.

Provided that the total liability of the Company during the period of Insurance under this clause 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 cost and expenses of litigation recovered by any claimant from the Insured, and

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 to this Section also. It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the policy or endorsed thereon and subject to the insured having paid the agreed premium, the Third party Liability Cover of the policy shall apply to the insured parties named in the Schedule as if a separate policy had been issued to each party, provided the Company shall not indemnify the insured under the Endorsement in respect of liability for -

I. loss of or damage to items insured or insurable under Section 1 of the policy even if not recoverable due to excess or any limit,

II. fatal or non-fatal injury or illness of employees or workmen who are or could have been insured under workmen's compensation and/or employer's liability insurance.

III. The Insurer's total liability in respect of the insured parties shall not however exceed in the aggregate for any one accident or series of accidents arising out of one event the limit of indemnity stated in the 'Schedule'.

95. STORAGE AT FABRICATORS PREMISES/WORKSHOP/OFF-SITE

In consideration of payment of an additional premium, it is agreed and understood that otherwise subject to the terms, exclusion, provisions and conditions contained in the policy or endorsed thereon, Subject to Limit as specified in the Policy Schedule per location, this insurance shall be extended to cover loss of or damage to the property Insured whilst in storage anywhere in India.

96. EARTHQUAKE

Where STFI Perils covered

In consideration of the payment by the Insured to the Company of additional premium, 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 there from

Provided always that all the conditions of this policy shall apply (except in so far as they may be hereby expressly varied) and that any reference therein to loss or damage by fire shall be deemed to apply also to loss or damage directly caused by any of the perils which this insurance extends to include by virtue of this endorsement."

In the event of the insured making any claim for loss or damage under this policy he must (if so required by the Company) prove that the loss or damage was occasioned by or through or in consequence of earthquake.

Applicable Excess: As applicable to Act of God Perils.

Where STFI Perils not covered

In consideration of the payment by the Insured to the Company of additional premium, 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 earthquake including Landslide/Rockslide resulting there from but excluding flood or overflow of the sea, lakes, reservoirs and rivers caused by Earthquake.

Provided always that all the conditions of this policy shall apply (except in so far as they may be hereby expressly varied) and that any reference therein to loss or damage by fire shall be deemed to apply also to loss or damage directly caused by any of the perils which this insurance extends to include by virtue of this endorsement."

In the event of the insured making any claim for loss or damage under this policy he must (if so required by the Company) prove that the loss or damage was occasioned by or through or in consequence of earthquake.

Applicable Excess: As applicable to Act of God Perils.

97. SABOTAGE AND TERRORISM DAMAGE COVER ENDORSEMENT (MATERIAL DAMAGE ONLY)

INSURING CLAUSE

Subject otherwise to the terms, exclusions, provisions and conditions contained in the Policy and in consideration of the payment by the Insured to the Company of additional premium as stated in the Original Policy Schedule, it is hereby agreed and declared that notwithstanding anything stated in the 'Terrorism Risk Exclusion" of this Policy to the contrary, this Policy is extended to cover physical loss or physical damage occurring during the period of this Policy caused by an act of sabotage and/or terrorism to the location/s mentioned in the schedule subject to the exclusions, limits and excess described hereinafter.

For the purpose of this cover, 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 organization(s) or government(s), or unlawful associations, recognized under Unlawful Activities (Prevention) Act, 1967 (as amended from time to time) 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.

For the purpose of this cover, an act of sabotage means a subversive act or series of such acts committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.

This cover also includes loss, damage, cost or expense directly caused by, resulting from or in connection with any action taken in suppressing, controlling, preventing or minimizing the consequences of an act of sabotage and/or terrorism by the duly empowered government or Military Authority.

Provided that if the Insured is eligible for indemnity under any government compensation plan or other similar scheme in respect of the damage described above, this Policy shall be excess of any recovery due from such plan or scheme.

For the purpose of the aforesaid inclusion clause, "Military Authority" shall mean armed forces, paramilitary forces, police or any other authority constituted by the government for maintaining law and order.

LOSSES EXCLUDED

This cover shall not indemnify loss of or damage to property caused by any or all of the following:-

1. loss by seizure or legal or illegal occupation;

2. loss or damage caused by:

(i) voluntary abandonment or vacation,

(ii) confiscation, commandeering, nationalisation, requisition, detention, embargo, quarantine, or any result of any order of public or government authority, which deprives the Insured of the use or value of its property;

3. loss or damage arising from acts of contraband or illegal transportation or illegal trade;
4. loss or damage directly or indirectly arising from or in consequence of the seepage and or discharge of pollutants or contaminants, which pollutants and contaminants shall include but not be limited to any solid, liquid, gaseous or thermal irritant, contaminant or toxic or hazardous substance or any substance the presence, existence or release of which endangers or threatens to endanger the health, safety or welfare of persons or the environment;
5. loss or damage arising directly or indirectly from or in consequence of chemical or biological emission, release, discharge, dispersal or escape or chemical or biological exposure of any kind;
6. loss or damage arising directly or indirectly from or in consequence of asbestos emission, release, discharge, dispersal or escape or asbestos exposure of any kind;
7. any fine, levy, duty, interest or penalty or cost or compensation/damages and/or other assessment which is incurred by the Insured or which is imposed by any court, government agency, public or civil authority or any other person;
8. loss or damage by electronic means including but not limited to computer hacking or the introduction of any form of computer virus or corrupting or unauthorised instructions or code or the use of any electromagnetic weapon. This exclusion shall not operate to exclude losses (which would otherwise be covered under this Policy) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile;
9. loss or damage caused by vandals or other persons acting maliciously or by way of protest or strikes, labour unrest or riots;
10. loss or increased cost occasioned by any public or government or local or civil authority's enforcement of any ordinance or law regulating the reconstruction, repair or demolition of any property insured hereunder;
11. any consequential loss or damage, loss of use, delay or loss of markets, loss of income, depreciation, reduction in functionality, or increased cost of working;
12. loss or damage caused by factors including but not limited to cessation, fluctuation or variation in, or insufficiency of, water, gas or electricity supplies and telecommunications or any type of service;
13. loss or increased cost as a result of threat or hoax;
14. loss or damage caused by or arising out of burglary, house - breaking, looting, theft, larceny or any such attempt or any omission of any kind of any person (whether or not such act is committed in the course of a disturbance of public peace) in any action taken in respect of an act of sabotage and/or terrorism;

15. loss or damage caused by mysterious disappearance or unexplained loss;

16. loss or damage directly or indirectly caused by mould, mildew, fungus, spores or other micro-organism of any type, nature or description, including but not limited to any substance whose presence poses an actual or potential threat to human health;

17. total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind;

18. Any loss due to fines or damages for breach of contract, or penalties of whatever nature;

19. Any infidelity, fraudulent, dishonest or criminal act by any director, officer or trustee of the Insured whether acting alone or in collusion with others;

20. Any debt, insolvency or commercial failure, whether to provide bond or security or otherwise, or any other financial cause of any party or person whatsoever.

21. loss or damage caused by Civil Commotion, Insurrection, Revolution or Rebellion, Mutiny and/or Coup d'Etat and Civil War except as may be insured specifically under any Political Violence Extension to this cover;

22. Third party liability howsoever arising except as may be insured specifically under any Third-Party Liability Extension to this cover.

LIMIT OF INDEMNITY

The limit of indemnity under this cover shall not exceed the Total Sum Insured given in the Policy Schedule or INR 20,000,000,000 per compound/location whichever is lower.

In respect of sabotage and/or terrorism cover for dwellings, limit of indemnity shall not exceed Total Sum Insured as mentioned in the Policy Schedule or INR 4,000,000,000 per compound/location whichever is lower.

In respect of several locations being covered under a single policy on a floater basis, the maximum aggregate loss suffered from all the locations mentioned in the Policy schedule shall not exceed Total Sum Insured as mentioned in the Policy Schedule or INR 20,000,000,000/- whichever is lower.

In respect of several insurance policies within the same compound/location with one or different insurers, the maximum aggregate loss payable per compound/location by any one or all insurers, shall be INR 20,000,000,000. If the actual aggregate loss suffered at one compound/location is more than INR 20,000,000,000, the amounts payable towards individual policies shall be reduced in proportion to the sum insured of the policies.

EXCESS

Industrial Risks: 5% of the claim amount for each and every claim subject to Minimum of INR 100,000 and Maximum of INR 25,00,000

ADD ON COVERS

It is further declared and agreed that the limit of indemnity including the claim on add on cover(s) shall not exceed total sum insured plus separate sublimit opted for add on cover(s) or INR 20,000,000,000 whichever is lower. In respect of several insurance policies within the same compound/location, the maximum aggregate loss payable per compound/location by any one or all insurers shall be INR 20,000,000,000.

In respect of sabotage and/or terrorism cover for long term dwellings, limit of indemnity including the claim on add on cover(s) shall not exceed total sum insured plus separate sublimit opted for add on cover(s) or INR 4,000,000,000/- whichever is lower. In respect of several insurance policies within the same compound/location, the maximum aggregate loss payable per compound/location by any one or all insurers shall be INR 4,000,000,000/-

MID TERM COVER

In case the coverage under this endorsement is granted during the currency of the policy, no claims will be payable for loss or damage to property caused by an act of sabotage and/or terrorism occurring during the first 15 (fifteen) days from the date of granting such cover. There should be no known or recorded/reported losses from ground up including threats/hoaxes from date of inception of policy to the date of granting such cover.

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 or 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.

CANCELLATION CLAUSE

Notwithstanding the cancellation provisions relating to the basic insurance policy on which this endorsement is issued, there shall be no refund of premium allowed for cancellation of the Sabotage and/or Terrorism risk insurance during the period of insurance except where such cancellation is done along with the cancellation of the basic insurance. Where a policy is cancelled and rewritten mid-term purely for the purpose of coinciding with the accounting year of the insured, pro-rate refund of the cancelled policy premium will be allowed.

If the cancellation is for any other purpose, refund of premium will only be allowed after charging short term scale rates.

Note: The definitions, terms and conditions of main Policy save as modified or endorsed herein shall apply.

(Forming Part of Sabotage & Terrorism Damage Cover Endorsement of Policy No……………) wherever opted

I. TERRORISM THIRD PARTY LIABILITY INSURANCE ADD ON COVER

1. Insuring Clause

1.1. In consideration of the premium paid and subject to the exclusions, limits, and terms and conditions contained herein, this add on cover indemnifies the Insured for its ascertained Loss by reason of the liability imposed upon the Insured by law or assumed under an indemnification contract, for damages in respect of a claim, arising out of a loss up to but not exceeding the sub limit (i.e. 10% of the Total Sum Insured Value for Sabotage and Terrorism Endorsement or INR 25,00,00,000 whichever is less, each any one loss and in all for the Policy Period) for Bodily Injury and/or Property Damage resulting solely and directly from an act or acts of sabotage and terrorism as defined under Sabotage and Terrorism damage cover endorsement.

1.2. Provided such claim made is first received by the Insured during the Policy Period or the Insured gives written notification to Insurer of the discovery of his involvement in such act of sabotage and terrorism within 90 days of the expiry of the Policy.

1.3. Regardless of the number of claims made against the Insured, the Insured shall always be liable for the deductible, in respect of each and every loss. Each loss's deductible amount shall be subject to no aggregate limitation regardless of the number of losses or claims made against the Insured.

1.4. As soon as the Insured becomes aware of a loss or receives a claim, the Insured shall promptly, and at its own expense, take all reasonable steps to prevent further Bodily Injury and/or Property Damage resulting from the same loss or conditions which may give rise to a similar loss.

1.5. Insurer shall not be called upon to assume the handling or control of the defence or settlement of any claim made against the Insured however the Insurer shall have the right, but not the duty, to participate with the Insured in the defence or settlement of any claim which may be indemnifiable in whole or in part by this Policy.

1.6. Insurer will pay any defence expenses incurred after exhaustion of the deductible amount or each loss deductible amount, whichever is the greater, provided the prior written consent of Insurer is obtained before those defence expenses are incurred and subject to Insurer' limits of liability under this endorsement.

1.7. Whenever any written demand received by the Insured for damages is finally resolved by a payment by the Insured which, regardless of the amount thereof, is only covered in part by this Policy, then the percentage of any defence expenses that can be included in the Ultimate Net Loss shall be calculated by dividing that part of such payment which is covered by this Policy, by the total amount paid by the Insured.

1.8. In the event the Insured elects not to appeal, a judgement which may, in whole or in part, involve indemnity under this Policy, Insurer may, following discussion with the Insured, elect to make such appeal at their own cost and expense and shall be liable for the taxable costs and disbursements and any additional interest incidental to such appeal; but in no event shall the liability of Insurer exceed the relevant limits of liability plus such cost, expense, disbursements and interest.

2. Definition

The words "Bodily Injury", wherever used in this policy, shall mean all physical injury to a third-party human being including death, sickness, disease or disability and all mental injury, anguish or shock to such human being resulting from such physical injury.

3. Exclusions

1. Any loss arising from War (whether before or after the outbreak of hostilities) between any two or more countries;

2. Loss, injury or damage arising out of discrimination or humiliation;

3. Loss or damage to property

(a) owned, leased, rented or occupied by the Insured;

(b) in the care, custody or control of the Insured;

4. Mental injury, anguish, shock or the like where no physical injury has occurred to the litigant;

5. Loss or damage caused by Civil Commotion, Insurrection, Revolution or Rebellion, Mutiny and/or Coup d'Etat and Civil War except as may be insured specifically under any Political Violence Extension to Sabotage and Terrorism Endorsement;

SUBJECT OTHERWISE TO ALL THE TERMS, CONDITIONS, DEFINITIONS, DEDUCTIBLES, LIMITATIONS AND EXCLUSIONS OF THE MAIN POLICY AND SABOTAGE AND TERRORISM ENDORSEMENT TO WHICH THIS EXTENSION IS ATTACHED.

(Forming Part of Sabotage & Terrorism Damage Cover Endorsement of Policy No……………) wherever opted

II. POLITICAL VIOLENCE INSURANCE EXTENSION - PROPERTY DAMAGE WORDING

1. INSURING CLAUSE

In consideration of the premium paid and subject to the exclusions, limits, and terms and conditions contained herein, this add on cover indemnifies the Insured for its ascertained Loss for any one loss up to but not exceeding the sub limit (i.e. 10% of Total Sum Insured for Sabotage and Terrorism Endorsement or INR 50,00,00,000 whichever is lesser, each in respect of any one loss and in the aggregate) against:

1.1 Physical loss or physical damage to the Buildings and Contents which belong to the Insured or for which the Insured is legally responsible, directly caused by one or more of the following perils occurring during the Policy Period and in respect of which the Insured has purchased cover:

1. Civil Commotion;

2. Insurrection, Revolution or Rebellion;

3. Mutiny and/or Coup d'Etat;

4. Civil War.

Such perils in respect of which cover has been purchased by the Insured shall be the "Covered Causes of Loss".

2. DEFINITIONS

"Civil Commotion" shall mean any act committed in the course of a disturbance of the public peace (where such disturbance is motivated by political reasons) by any person taking part together with others in such disturbance or any act of any lawfully constituted authority for the purpose of suppressing or minimising the consequence of such act.
"Civil War" shall mean an internecine war, or a war carried on between or among opposing citizens of the same country or nation.
"Coup d'Etat" shall mean the sudden, violent and illegal overthrow of a sovereign government or any attempt at such overthrow.
"Insurrection, Revolution and Rebellion" shall mean a deliberate, organised and open resistance, by force and arms, to the laws or operations of a sovereign government, committed by its citizens or subjects and/or a rising against a sovereign government or other authority.
“Mutiny” shall mean a wilful resistance by members of legally armed or peace-keeping forces to a superior officer.
3. EXCLUSIONS

This cover DOES NOT INDEMNIFY AGAINST:

1. Any loss arising from War (whether before or after the outbreak of hostilities) between any two or more countries.
2. Third party liability howsoever arising except as may be insured specifically under any Third-Party Liability Extension to this cover;

4. CHANGES/AMENDMENTS
Any addenda, amendments or endorsements to this Policy shall only be valid if agreed by Insurers in writing.
SUBJECT OTHERWISE TO ALL THE TERMS, CONDITIONS, DEFINITIONS, DEDUCTIBLES, LIMITATIONS AND EXCLUSIONS OF THE MAIN POLICY AND SABOTAGE AND TERRORISM ENDORSEMENT TO WHICH THIS EXTENSION IS ATTACHED.

98. STFI PERILS COVER
On Payment of additional premium, it is hereby agreed and declared that any loss or damage due to STFI (Storm, Tempest, Flood, Inundation) perils stands covered.

99. CONSTRUCTION MACHINERY PLANTS AND EQUIPMENTS
In consideration of the payment of an additional premium by the insured, It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the cover under Section I of the Policy shall be extended up to the limit specified in the Policy Schedule to include loss of or damage to the construction/erection machinery mentioned in the attached list of machines, excluding however

- loss or damage due to electrical or mechanical breakdown, failure, breakage or derangement, freezing of coolant or other fluid, defective lubrication or lack of oil or coolant, but if as a consequence of such breakdown or derangement an accident occurs causing external damage, such consequential damage shall be indemnifiable,
- loss of or damage to vehicles licensed for general road use or waterborne vessels or aircraft unless these vehicles are exclusively used on construction site.
- loss of or damage to replaceable parts and attachments such as bits, drills, knives or other cutting edges, saw blades, dies, moulds, patterns, pulverizing and crushing surfaces, screens and sieves, ropes, belts, chains, elevator and conveyor bands, batteries, tyres, connecting wires and cables, flexible pipes, joining and packing material regularly replaced.
- loss or damage whilst in transit from one location to another location.
- loss or damage due to total or partial immersion in tidal waters.
- loss or damage as a direct consequence of the continual influence of operation (e.g. wear and tear, corrosion, rust, deterioration due to lack of use and normal atmospheric conditions).
- loss or damage occurring whilst any insured item is undergoing a test of any king or is being used in any manner or for any purpose other than for which it was designed.
- loss or damage due to any faults or defects existing at the time of commencement of this policy within the knowledge of insured or his representatives whether such faults or defects were known to the company or not.
- loss or damage directly or indirectly caused by, or arising out of, or aggravated by willful act or willful negligence of the insured or his representatives loss or damage for which supplier or manufacturer is responsible either by law or under contract.
- loss or damage due to explosion of any boiler or pressure vessel subject to internal steam or fluid pressure or of any internal combustion engine
- loss or damage discovered only at the time of taking an inventory or routine servicing.

The sums insured on construction/erection machines shall be their replacement values, which shall mean the cost of replacement of each insured item by a new item of the same kind and the same capacity.

Deductible applicable to this Add-On Cover is as specified in the Policy Schedule.