KSHEMA CONTRACTOR'S ALL RISKS INSURANCE POLICY

PROSPECTUS

INTRODUCTION

This Policy offers comprehensive insurance cover for civil engineering projects where the value of civil works is more than 50% of the total contract value. The cover operates during storage, erection/construction till completion and the handing over of the works to the principal

COVERAGE

There are two Sections in the Policy.

Section I - provides coverage for the property lost, damaged or destroyed by any cause, other than those specifically excluded in the Policy, necessitating replacement or repair. The Policy will pay or make good all such loss or damage up to an amount not exceeding the sum specified in respect of each of the items and not exceeding in the whole the Total Sum Insured.

Section II - provides coverage towards:

i. legal liability for accidental loss or damage caused to property of other persons
ii. legal liability for fatal or non-fatal injury to any persons other than the Insured's own employees or workmen or employees of the owner of the works or premises due to construction of any property.

The Policy also provides for payment of:

- All cost and or expenses of litigation recovered by any claimant from the Insured.
- All cost or expenses incurred by Insured with the written consent of the company.

SUM INSURED

- Section I: Sum insured must not be less than the completely erected value of the property inclusive of freights, customs duty, erection cost and the Insured undertakes to increase or decrease the amount of insurance in the event of any material fluctuation in the level of wages or prices.
- Section II: Indemnity basis

GENERAL EXCLUSION

The company will not indemnify the insured in respect of loss, damage or liability attributable directly or indirectly to:

1. War, invasion, act of foreign enemy, hostilities or war like operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny, civil commotion, military or usurped power, martial law, conspiracy, confiscation, commandeering a group of malicious persons or persons acting on behalf of or in connection with any

political organisation, requisition or destruction or damage by order of any government de jure or de facto or by any public, municipal or local authority.

2. Nuclear reaction, nuclear radiation or radioactive contamination.
3. Wilful act or wilful negligence of the Insured or of his responsible representative.
4. Cessation of work whether total or partial.
5. Terrorism Damage Exclusion Warranty

This Policy excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

EXCLUSION OF SECTION I:

The Company shall not be liable for

a) The first amount of the loss arising out of each and every occurrence shown as Excess in the Schedule.
b) Loss discovered only at the time of taking an inventory.
c) Normal wear and tear, gradual deterioration due to atmospheric conditions or otherwise, rust, scratching of painted or polished surfaces or breakage of glass.
d) Loss or damage due to faulty design.
e) The cost of replacement, repair or rectification of defective material and/or workmanship, but this exclusion shall be limited to the items immediately affected and shall not be deemed to exclude loss of or damage to correctly executed items resulting from an accident due to such defective material and/or workmanship.
f) The cost necessary for rectification or correction of any error during construction unless resulting in physical loss or damage.
g) Loss of or damage to files, drawings, accounts, bills, currency, stamps, deeds, evidence of debt, notes, securities cheques, packing materials such as cases, boxes, crates.
h) Any damage or penalties on account of the Insured's non- fulfillment of the terms of delivery or completion under his Contract of Construction or of any obligations assumed thereunder or lack of performance including consequential loss of any kind or description or for any aesthetic defects or operational deficiencies.
i) Loss of or damage to vehicles licensed for general road use or water borne vessels or Machinery/Equipment mounted or operated or fixed on floating vessels / craft / barges or aircraft.

EXCLUSION TO SECTION II

The exclusion contained in paragraphs (d), (f) & (g) in Section I of this Policy shall apply to this Section also. The Company will not indemnify the Insured in respect of

1) The Excess stated in the Schedule to be borne by the Insured in any one occurrence related to property damage.

2) Expenditure incurred in doing or redoing or making good or repairing or replacing anything covered or coverable under Section I of this Policy;
3) Liability consequent upon
    a) bodily injury to or illness of employees or workmen of the Contractor(s) or the Principal(s) or any other firm connected with the project which or part of which is insured under Section I, or members of their families;
    b) loss of or damage to property belonging to or held in care, custody or control of the Contractor(s), the Principal(s) or any other firm connected with the project which or part of which is insured under Section I, or an employee or workman of one of the aforesaid
    c) any accident caused by vehicles licensed for general road use or by waterborne vessels or aircraft
    d) any agreement by the Insured to pay any sum by way of indemnity or otherwise unless such liability would have attached also in the absence of such agreement.

CANCELLATION

This insurance may be terminated at the request of the Insured at any time, in which case, the Insurers will refund appropriate premium amount as decided by the Tariff Advisory Committee subject to the following conditions: -

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

This insurance may also at any time be terminated at the option of the Insurer by 15 days' notice to that effect being given to the Insured, in which case, the Insurer shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of cancellation.

CLAIM INTIMATION

In the event of any occurrence which might give rise to a claim under this policy, the Insured shall

1) Immediately notify the Company by telephone or telegram as well as in writing giving an indication as to the nature and extent of loss or damage;
2) Take all steps within his power to minimise the extent of the loss or damage;
3) Preserve the parts affected and make them available for inspection by a representative or Surveyor of the Company
4) Furnish all such information and documentary evidence as the Company may require;

The Company shall not in any case be liable for loss, damage or liability of which no notice has been received by the Company within 14 days of its occurrence.

CLAIM PROCEDURE

- An acknowledgement with respect to the claim intimation is given to the insured, once we are in receipt of any claim intimation from the insured.
- Based on the information submitted in the claim intimation letter, if required, we may procure more information from the insured depending on the facts mentioned therein. Up to the satisfaction of the Company.
- Surveyor / Investigator may be appointed if required. This requires that when a surveyor is considered for appointment the following factors should be looked at:
  A. The nature of loss
  B. The nature of material lost
  C. The geographical location of the loss
  D. Apart from surveyor/investigator, opinions of legal experts are sought, if required.
  E. Based on the investigation and documentations provided, the decision with respect to the claim would be taken and accordingly conveyed to the insured (vide written communication).
- Apart from above Standard documents, some other documents may be called for based on the nature of claim. Any other document as may be necessary and appropriately applicable for the claims preferred under the different sections of the policy.
- Surveyor shall, within 7 days of the claim intimation, inform the insured / claimant of the essential documents.
- Surveyor shall, submit his final report to the Company within 30 days of final submission of documents by insured.
- On receipt of the final survey report or the additional survey report, Insurer within a period of 30 days, offer a settlement of the claim to the insured/claimant.

CLAIM DOCUMENTS

The documents generally required for processing of claims are:

1) Policy documents.
2) Survey Report with Photographs wherever applicable
3) Claim Form, duly completed.
4) Logbook / Asset register / Capitalized item list
5) Repair / Replacement invoices with receipt
6) All Applicable valid Certificates
7) KYC Documents
8) Any other relevant document required based on type of loss

Apart from above Standard documents some other documents may be called for based on the nature of claim. Any other document as may be necessary and appropriately applicable for the claims preferred under the different sections of the policy

THIS PROSPECTUS

This prospectus gives information only. This is not an insurance contract. Each insurance cover is subject to terms and conditions, which You can read in the Contractor's All Risks Insurance Policy document. You must read the policy document to know the insurance cover fully. You can get a copy of the Contractor's All Risks Insurance Policy from Our office or from Our website: www.Kshema.co . For any legal interpretation, policy document will hold

GRIEVANCES REDRESSAL

If You have any query or grievance about any matter relating to the Policy, or Our decision on any matter, or the claim, You can address your grievance as follows:

1. For resolution of any query, You may contact the Policy issuing office by writing to Us at Kshema General Insurance Limited, Regd. Office:# 413, 4*th* Floor, My Home Tycoon, Kundan Bagh, Begumpet, Hyderabad, Telangana, India- 500016. or email Us at customer.support@kshema.co or through Kshema Application or call us at 1800 572 3013 (toll-free)
2. If You are not satisfied with the resolution provided, You may escalate to our E-mail grievance.cell@kshema.co or gro@kshema.co or call us at 1800 570 2998 (toll-free) or can write to us at Grievance Redressal Office, Kshema General Insurance Limited, Regd. Office:# 413, 4th Floor, My Home Tycoon, Kundan Bagh, Begumpet, Hyderabad, Telangana, India- 500016 or at the sub section "Grievance Redressal" on our website www.kshema.co.
3. If you are not satisfied with the resolution provided by us, you have the option to approach the Insurance Ombudsman for grievance redressal at https://www.cioins.co.in. Alternatively, you may also contact the Insurance Regulatory and Development Authority of India (IRDAI) through the Bima Bharosa Portal at https://bimabharosa.irdai.gov.in or via the IRDAI Grievance Call Centre (IGCC) at toll-free numbers 1800 4254 732 / 155255.

INSURANCE ACT 1938 SECTION 41-

Prohibition of Rebates No person shall allow or offer to allow either directly or indirectly, as an inducement to any person to take out or renew or continue an insurance in respect of any kind of risk relating to lives or property in India, any rebate of the whole or part of the commission payable or any rebate of the premium shown on the policy, nor shall any person taking out or renewing a policy accept any rebate, except such rebate as may be allowed in accordance with the published prospectus or tables of the insurer

ANY PERSON MAKING DEFAULT IN COMPLYING WITH THE PROVISIONS OF THIS SECTION SHALL BE PUNISHABLE WITH FINE WHICH MAY EXTEND TO TEN LAKHS RUPEES.

Disclaimer: In the event of any question relating to interpretation of the insurance coverage, the policy document will prevail