CIVIL ENGINEERING COMPLETED RISKS INSURANCE POLICY

Consideration of the Insured named in the Schedule hereto having paid to ICICI Lombard General insurance Company Limited (hereinafter called the Company) the full premium mentioned in the said the Company agrees. (Subject to the -Conditions and Exclusions contained herein or endorsed otherwise expressed hereon) that it, after payment of the premium, the Property insured described in the said Schedule or any part of such Property be destroyed or damaged or suffer unforeseen and sudden physical loss or damage caused by any of the perils specified hereunder, during the period of insurance named in the said schedule or of any subsequent period, in respect Of which the Insured shall have paid and the Company shall have accepted the premium required for the renewal of the Policy, the Company shall pay to the insured the value of the Property at the time of the happening of its destruction or the amount Of such damage or at its option, reinstate replace such property or any part thereof

1. Fire
2. Lightning
3. Explosion / Implosion
4. Riot, Strike, Malicious Damage as per Riot, Strike damage printed hereon.
5. Impact by any Rail/Road or water borne vehicle or animal.
6. Storm, Cyclone, Typhoon. Tempest, Hurricane, Tornado, flood and inundation, Wave action of water.
7. Subsidence and Landslide (Including Rockslide) damage,
8. Earthquake Fire and Shock (Including flood due to earthquake), Tsunami
9. Frost, avalanche, ice.

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

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

A. GENERAL EXCLUSIONS

This insurance does not cover

1. First amount of loss - Arising out of each and every occurrence shown excess in Schedule.
2. Loss by theft during or after the occurrence of any insured peril as provided for in Riot, Strike, Malicious/Terrorist Damage Clause.
3. Loss or damage occasioned by or through or in consequence of –
    a. The burning of property by order of any public Authority
    b. Subterranean Fire
4. Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by nuclear weapons material.
5. Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by ionising radiations contaminations by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose Of this exclusion combustion shall include any self-sustaining process of nuclear fission.
6. Loss or damage occasioned by or through or in consequence directly or indirectly of any

of the following occurrence, namely –

a. War, invasion act of foreign enemy, hostilities or Warlike operations (whether war be declared or not), Civil War.
b. Mutiny, Civil Commotion 'assuming the proportions of or amounting to a popular rising, military rising, insurrection rebellion, revolution, military or usurped power.
c. Wilful act or wilful negligence of the insured or his responsible representative, in any action, suit or Other proceeding where the Company alleges that by reason of the provisions of the above Exclusions (a) and (b) above; any loss or damage is not covered by this insurance; the burden Of proving that such loss or damage is covered shall be upon the insured.

7. Loss or damage or expense caused by, or arising out of, or substantially aggravated by inherent defects, wear and tear, gradual deterioration, expansion or contraction of insured items due to changes of temperature.
8. Loss or damage caused by, or arising out of, or aggravated by failure of the insured to keep and maintain the insured items in a thorough State of repair.
9. Consequential loss or damage of any kind or description.
10. Any loss suffered by the Insured during the first 15 days from the commencement date of the Policy.

This shall not, however, apply in case of the same property having been covered with arty of the Indian Insurance Companies for a continuous period Of 12 months preceding without any break.

B. GENERAL CONDITIONS

1. The due observance and fulfilment of the terms of this policy in so far as they relate to anything to be done or complied with by the Insured and. the truth of the statement and answers in the questionnaire and proposal made by the Insured shall be a condition precedent to any liability of the Company.

2. The schedule and the Section(s) shall be deemed to be incorporated in and form part of this policy and the expression ‘this policy’ wherever used in this contract shall be read as including the Schedule and the Section(s). Any word or expression to which a specific meaning has been attached in any part of this policy or of the Section(s) shall bear such meaning wherever it may appear.

3. The Insured shall at his own expense take all reasonable precautions and comply with all reasonable recommendations of the Company to prevent loss, damage or liability and comply with statutory requirements and manufacturers recommendations.

4. Representative of the Company shall at any reasonable time have the right to inspect and examine the risk and the insured shall provide the representatives of the Company with all details and information necessary for the assessment of the risk.

   The Insured shall immediately notify the Company by Telegram and in writing of any material change in the risk and cause at his own expense such additional precautions to be taken as circumstances may require necessary, be adjusted accordingly.

   No material alteration shall made or admitted by the Insured where by the risk is increased unless the Company confirm 'the continuance of the Insurance in Writing.

5. All insurance under this policy shall cease on expiry of seven days from the date of fall or displacement of any property. Provided such a fall or displacement is not caused by fire or other perils covered by this policy.

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

6. In the event of any occurrence which might give rise to a claim under this policy, the Insured Shall -
   a. Immediately notify the Company by Telephone or Telegram as well as in writing giving an indication as to the nature and extent of loss.
   b. Take all steps within his power to minimise the extent of the loss or damage;
   c. Preserve the parts affected and make them available for inspection by a representative or Surveyor deputed by the Company;
   d. Furnish all such information and documentary evidence as the company may require.
   e. Inform the police authorities in case of loss or damage due to theft or burglary.

   The Company shall not in any case be liable for loss, damage or liability of which the Company has received no notice within 14 days of its occurrence.
   Upon notification being given to the company under this condition the Insured may carry out the repair or replacement of any minor damage not exceeding Rs.7,500/-. In all other cases a representative of the Company shall have the opportunity of inspecting the loss or damage before any repairs or alterations are effected. If a representative of the Company does not carry out the inspection within a period of time, which could be considered as adequate under the circumstances the Insured, is entitled to proceed with the repairs or replacement.

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

8. The Insured shall at the expense of the Company do end concur in doing and permit to be done such acts and things as may be necessary or requited by the Company in the interest of any rights or remedies, or of obtaining relief indemnity from parties (Other than those insured under this policy) to which the company shall be or would become entitled or subrogated upon their paying for or making good any loss or damage under this policy, whether such acts and things shall be or become necessary or required before or after the Insured's indemnification by the Company.

9. The parties to the contract may mutually agree and enter into a separate Arbitration Agreement to settle any and all disputes in relation to this policy. Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.
   (*Applicable to commercial entities only)*

10. If a claim is in any respect fraudulent, or if any false declaration is made or used in support thereof, or if any fraudulent means or devices are used by the Insured or any one acting on his behalf to obtain any benefit under this policy, or if a claim is made and rejected and no action or suit is commenced within three months after such rejection or in case of arbitration taking place as provided therein, within three months after the Arbitrator or Arbitrators or Umpire have made their award, all benefits under this policy shall be forfeited.

11. If at the time any claim under this policy there be any other insurance covering the same loss, damage or liability the Company shall not be liable to pay or contribute more than their rateable proportion of any claim for such loss, damage or liability. However, if the insured property is hypothecated to any bank, other lending or financial entity than Contribution clause is not applicable.

12. The insured can cancel the policy at any time during the term, by informing the company.

The company can cancel the policy only on the grounds of established fraud, by giving minimum notice of 7 days to the policyholder.
The company shall –
i) refund proportion premium for unexpired policy period, if the term of the policy is upto one year and there is no claim(s) made during the policy period.
ii) refund premium for the unexpired policy period, in respect of policy with the term more than one year and the risk coverage for such policy years has not commenced.

13. The excess mentioned in the Schedule shall apply separately to each incident giving rise to loss or damage and that for the purpose hereof an incident shall not be considered have terminated until there have been seven consecutive days freedom from the perils concerned.

14. Terrorism cover will be a separate cover, which can granted only in condition With Riot, Strike and Malicious Damage (RSMD). Terrorism cover will not be given in isolation without RSMD cover.

15. No mid-term cover shall be granted for RSMD and Terrorism.

C. PROVISIONS

Memo 1 - Sum Insured

It shall be a requirement of this Policy that the sums-insured stated in the schedule are not less than the cost of replacement of the insured items by new items of the same kind and capacity, inclusive of all material, wages, freight, custom duties and dues.
Insured shall undertake to increase or decrease the amounts of insurance in the event of any material fluctuation in wages or prices; provided always that such increase or decrease takes effect only after the Insurers have recorded the same in this policy.
If in the event of loss or damage it is found that the sums insured are less than the amounts required to be insured, the amounts recoverable by the Insured under this policy shall be reduced in such proportion as the sums insured bear the amounts required to be insured. Every item entered in the schedule shall be subject to this condition separately.

Memo 2 – Basis of Loss settlement

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

a. In the case of damage, which can be repaired, the cost of repairs necessary to restore the items to their condition immediately before. The occurrence of the damage less salvage (excluding the cost of clearance of debris).
b. In the case of a total loss the replacement costs of the insured items if the loss occurs within the period stated in the schedule, the actual value of the items immediately before the occurrence of the loss less salvage, such actual value to be by calculated by deducting proper depreciation from the replacement value of the items, however only to the extent the costs claimed had to be borne by the insured and to the extent they are included in the sums insured and provided always that the provisions and conditions have been complied with. The Insurers shall make payments only after being satisfied by production of the necessary bills and documents that the repairs have been effected or replacement has taken place, as the case may be. All damage, which can be repaired, shall be repaired, but if the cost of' repairing any damage equals or exceeds the value of the items immediately before the occurrence of the damage, the settlement shall be made on the basis provided for under (b) above,
The insurer shall also reimburse the insured for the cost of clearance of debris following upon any event giving rise to a claim under this policy. In accordance with Memo 3,

provided a separate sum therefore has been entered in the Schedule.

The costs of any provisional repairs shall be borne by the insurers, if such repairs constitute part of the final repairs and do not increase the total repair expenses.

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

Memo 3 - Extension of cover

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

D. WARRANTIES

Terrorism Damage Exclusion Warranty

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

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

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

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

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

E. Claim Clause/ Settlement of Claim

1) Claim Intimation: Connect with us via: Toll-free no.: 1800 2666,
Email ID: customersupport@icicilombard.com, on our website:
https://coclaims.icicilombard.com/claimstracker/CommercialClaims/ccplandingpage.aspx
Register the claim and submit claim related documents along with claim form. You will receive a claim reference number as your reference point for future correspondence.

2) File an FIR: In case of third-party property damage/bodily injury, fire etc. if applicable as per policy terms and conditions.

3) Surveyor Appointment: Your Claims Manager (CSM) will contact you and appoint a licensed surveyor basis claim eligibility within 24 hours of reporting the claim

4) Documents: submit documents to the assigned CSM/Surveyor.

List of documents which are necessary and relevant to the claim are as below:

1. Claim bill / Claim Form duly filled up
2. Photographs / Video of damaged property/item under claim
3. Document/s in support of admissibility of the claim, for instance, Service Engineer's Report, Fire Brigade Report, etc.
4. FIR / Final Police investigation report wherever applicable
5. For items which are to be repaired or reinstated, repair/ replacement quotation, invoice and payment proofs for each and every item as claimed.
6. For items which are under claim & not to be repaired or reinstated, documents substantiating the quantum & value of the items under claim
7. Offer for retention of salvage, if any
8. KYC / NEFT Details as per AML guidelines
9. Invoice copy / Goods Receipt Note / Monetary Claim on carrier / Damage Certificate
10. Any other document which may be specified by the surveyor post completion of initial survey

5) Assessment Approval: Repair/Replacement details submitted in support of the claim will be assessed and approved by CSM/surveyor

6) Salvage: The amount that is assessed which the damaged asset will fetch in the open market *(wherever applicable).*

7) Turnaround Time (TAT): Assessment sheet /Survey report will be furnished within 15 days of receipt of all relevant information/documents and all queries of the surveyors being concluded. Claim will be decided within 7 days of receipt of the assessment sheet / survey report *(This condition will not apply in case of policies issued on the property/building on reinstatement value basis).*

F. Grievances

For resolution of any query or grievance, Insured may contact the respective branch office of the Company or may call toll free no.1800-2666 or may approach us at the sub section "Grievance Redressal" on our website www.icicilombard.com (Customer Support section). However, if the resolution provided by us is not satisfactory you may approach Insurance Regulatory and Development Authority of India (IRDAI) through the Bima Bharosa Portal - https://bimabharosa.irdai.gov.in/ or IRDAI Grievance Call Centre (IGCC) at their toll free no. 1800 4254 732 / 155255.
You may also approach Insurance Ombudsman, subject to vested jurisdiction, for the redressal of grievance. Details of Insurance Ombudsman offices are available at IRDAI website: : www.irdai.gov.in, or on the Company's website at www.icicilombard.com.

The updated ombudsman details are mentioned below:

S no.	Name of office of insurance Ombudsman	Territorial Area of jurisdiction
1	AHMEDABAD Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@cioins.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
2	BENGALURU Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Soudha Building,PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@cioins.co.in	Karnataka
3	BHOPAL Insurance Ombudsman Office of the Insurance Ombudsman, 1st floor,"Jeevan Shikha", 60-B,Hoshangabad Road, Opp. Gayatri Mandir, Bhopal – 462 011. Tel.: 0755 - 2769201 / 2769202 Email: bimalokpal.bhopal@cioins.co.in	Madhya Pradesh, Chattisgarh.
4	BHUBANESHWAR Insurance Ombudsman Office of the Insurance Ombudsman, 62, Forest park, Bhubaneswar – 751 009. Tel.: 0674 - 2596461 /2596455 Email:bimalokpal.bhubaneswar@cioins.co.in	Odisha.
5	CHANDIGARH Insurance Ombudsman Office Of The Insurance Ombudsman, Jeevan Deep Building SCO 20-27, Ground Floor Sector- 17 A, Chandigarh – 160 017. Tel.: 0172 - 4646394 / 2706468 Email: bimalokpal.chandigarh@cioins.co.in	Punjab, Haryana (excluding Gurugram, Faridabad, Sonepat and Bahadurgarh), Himachal Pradesh, Union Territory of Jammu & Kashmir, Ladakh & Chandigarh.
6	CHENNAI Insurance Ombudsman Office of the Insurance Ombudsman,	Tamil Nadu, Pondicherry Town and Karaikal (which are part of

	Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24333678 Email: bimalokpal.chennai@cioins.co.in	Pondicherry).
7	DELHI Insurance Ombudsman Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 – 23237539 Email: bimalokpal.delhi@cioins.co.in	Delhi & following District of Haryana – Gurugram, Faridabad, Sonepat and Bahadurgarh
8	ERNAKULAM Insurance Ombudsman Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@cioins.co.in	Kerala, Lakshadweep, Mahe-a part of Puducherry.
9	GUWAHATI Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: bimalokpal.guwahati@cioins.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
10	HYDERABAD Insurance Ombudsman Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 23312122 Email: bimalokpal.hyderabad@cioins.co.in	Andhra Pradesh, Telangana, Yanam and Part of Territory of Puducherry.
11	JAIPUR Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor,	Rajasthan.

	Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141- 2740363/2740798 Email: Bimalokpal.jaipur@cioins.co.in	
12	KOLKATA Insurance Ombudsman Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341 Email: bimalokpal.kolkata@cioins.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands.
13	LUCKNOW Insurance Ombudsman Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 4002082 / 3500613 Email: bimalokpal.lucknow@cioins.co.in	Districts of Uttar Pradesh : Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhabdra, Fatehpur, Pratapgarh, aunpur,Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, khimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.
14	MUMBAI Insurance Ombudsman Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 69038800/27/29/31/32/33 Email: bimalokpal.mumbai@cioins.co.in	Goa, Mumbai Metropolitan Region Excluding (Navi Mumbai & Thane).
15	NOIDA Insurance Ombudsman Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur
16	PATNA Insurance Ombudsman Office of the Insurance Ombudsman, 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001.	Bihar, Jharkhand.

	Tel.: 0612-2547068 Email: bimalokpal.patna@cioins.co.in	
17	PUNE Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-24471175 Email: bimalokpal.pune@cioins.co.in	Maharashtra, Area of Navi Mumbai and Thane (excluding Mumbai Metropolitan Region).
18	THANE Insurance Ombudsman Office of the Insurance Ombudsman, 2nd Floor,Jeevan Chintamani Building, Vasantrao Naik Mahamarg, Thane (West) Thane - 400604 Email: bimalokpal.thane@cioins.co.in	Area of Navi Mumbai, Thane District, Raigad District, Palghar District and wards of Mumbai M/East, M/West, N, S and T

The updated details of Insurance Ombudsman are available on IRDAI website: : www.irdai.gov.in, on the website of General Insurance Council: www.generalinsurancecouncil.org.in, website of the Company www.icicilombard.com or from any of the offices of the Company