SURAKSHA AUR BHAROSA DONO

CONTRACTORS ALL RISK INSURANCE POLICY

PROSPECTUS

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.

Scope of Cover

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:

a) legal liability for accidental loss or damage caused to property of other persons

b) 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.

Add on Covers: On payment of additional premium, the following coverages can be opted

- Provision for escalation
- Clearance and removal of debris
- Additional rate for express freight (air freight excluded) holiday and overtime rates of the wages
- Additional rate for air freight only
- Additional custom duty
- Construction machinery plants and equipments
- Loss due to breakage of glass
- Storage rate at fabricators premises/workshop
- Maintenance visits and extended maintenance cover

Sum Insured

The Sum Insured selected under Section I should represent total contract value including the estimated cost of labour charges and cost of materials but excluding profit. The cost of materials supplied by the principal is to be declared separately.

In case of long tail projects, there is bound to be escalation in prices. The basic Policy will pay only as per the original cost and prices. However escalation clause can be opted for, under which escalation upto 50%, can be selected to take care of such increase in prices.

The Sum Insured under Section II should represent the per accident limit (the maximum legal liability that may fall on the Insured as a result of an accident in the insureds site). The limit per Policy period should be fixed taking into account the maximum number of such accidents which can reasonably be expected to occur.

Premium

Premium would be charged based on following factors:

1. Scope of work
2. Period of insurance (computation of premium for total period of insurance)
3. Sum Insured
4. Excess
5. Add-on covers.

Basis of Indemnity

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

- in the case of damage which can be repaired the cost of repairs necessary to restore the property to their condition immediately before the occurrence of the damage less salvage.
- in the case of a total loss, the actual value of the property immediately before the occurrence of the loss less salvage.

Exclusions

The Company will not be liable under the Policy in respect of loss or damage due to

- excess as stated in the Policy Schedule;
- loss discovered only at the time of taking an inventory;
- normal wear and tear, gradual deterioration due to atmospheric conditions;
- loss or damage due to faulty design, workmanship;
- the cost of replacement, repair or rectification of defective material and/or
- the cost necessary for rectification or correction of any error during construction;
- loss of or damage to files, drawings, accounts, bills, currency, stamps, deeds, notes, securities, cheques etc.;
- any damage or penalties on account of the Insured's non-fulfillment of the terms of delivery or completion under his Contract of construction or of any obligations assumed there under or lack of performance;
- loss or damage to vehicles licensed for general road use or water borne vessels etc
- liability consequent upon -
    1. 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
    2. 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
    3. any accident caused by vehicles licensed for general road use or by waterborne vessels or aircraft;
    4. any agreement by the Insured to pay any sum by way of indemnity.
        - War and War like operations, Nuclear perils
        - Wilful act or gross negligence, existing defects, normal wear and tear and consequential loss
        - Cessation of work whether total or partial.

Information about our Claims Services

- The Company's dedicated and experienced claims team aim to deliver a differentiated customer service of a fast, fair, convenient and transparent claims process for the management and settlement of your claim.
- The Company's philosophy is to always look for ways to pay valid claims in a fair and timely manner.

Our Claims Services will:

- Provide assistance in emergency situations
- Where necessary, co-ordinate repair/replacement of your property if it is damaged or lost
- Keep you informed of the progress of your claim

The Company will act efficiently to ensure you get back to normal as quickly as possible

Cancellation Of Insurance

1. Cancellation by Insured

a. Insured can cancel this Policy at any time during the policy period by giving the Company notice in writing, in such case, The Company shall

1. Refund the proportion premium for unexpired policy period, if the period/term of the policy is up to one year and there is no claim(s) made during the policy period.
2. refund premium for the unexpired policy period, in respect of policies with the policy period/term more than one year and the risk coverage for such policy years has not commenced.

2. Cancellation by Company:

The Company will cancel the policy with 7 days' notice period only on grounds of established fraud and in such case no refund shall be made to Insured.

Grievance

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

Stage 1:

If you wish to register your grievances directly with us, you may write to us at head.customercare@sbigeneral.in or gro@sbigeneral.in or call our toll free number- 1800 102 1111. After examining the matter, final response would be conveyed within a period of 14 days from the date of receipt of your complaint. In our initial acknowledgement of receipt letter, we will provide the name and title of the person who is handling your Grievance. This person will have the authority necessary to investigate and resolve the Grievance.

Details of our Grievance Redressal Officer is mentioned on our website at https://www.sbigeneral.in/grievance-redressal

Note: The Company shall endeavour to maintain the regulatory TAT of 14 days in resolving your grievances.

Alternatively, you may Register your grievance with the regulator through Bima Bharosa which is a grievance redressal platform provided by the Insurance Regulatory and Development Authority of India (IRDAI). You may access the Bima Bharosa Portal using the following link: https://bimabharosa.irdai.gov.in/Home/Home

Stage 2 : Escalation to Insurance Ombudsman

If you feel that the response to your Grievance was unsatisfactory, or if you believe your concerns have not been adequately addressed by the company, you may escalate the matter to the Insurance Ombudsman.

Submit your Grievance online: https://www.cioins.co.in/Ombudsman

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 PENALTY 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.