



/ 171061

**Contractors All Risk Insurance**

12/05/2024 620485501940

To,  
VISTA VIEW LLP  
SECOND, 5-4-187/3 AND 4 SOHAM MANSION, MAHATMA GANDHI,,  
ROAD, BHARAT PETROLEUM PETROL PUMP, RANIGUNJ,,  
HYDERABAD - 500009  
HYDERABAD  
TELANGANA  
INDIA  
36AAUFV8287A1ZJ(GSTIN Number)

Dear Sir / Madam,

**Sub: Contractors All Risk Insurance Policy No. 2600047654 00 00**

We take this opportunity to welcome you to the Tata AIG family! Thank you for choosing us to meet your insurance requirement. We take immense pride in having you with us and are glad to offer the best of our services. Tata AIG General Insurance Company Ltd. (Tata AIG) combines the Tata Group's pre-eminent leadership position in India and AIG's global presence as the world's leading international insurance and financial services organization. We at Tata AIG, strive to anticipate customer priorities and exceed their expectations. You can be assured that you have chosen the right partner to be 'With You Always'

This booklet contains information about policy and other important details. We request you to kindly go through the terms and conditions of your insurance and keep this document safe.

**Following are the basic details of your policy**

|                         |                                                                                                                                                                                                     |
|-------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Client ID               | 6165015778                                                                                                                                                                                          |
| Insured Name            | VISTA VIEW LLP                                                                                                                                                                                      |
| Communication Address   | SECOND, 5-4-187/3 AND 4 SOHAM MANSION, MAHATMA GANDHI,,<br>ROAD, BHARAT PETROLEUM PETROL PUMP, RANIGUNJ,,<br>HYDERABAD - 500009<br>HYDERABAD<br>TELANGANA<br>INDIA<br>36AAUFV8287A1ZJ(GSTIN Number) |
| Product                 | Contractors All Risk Insurance                                                                                                                                                                      |
| Project Period          | From 08/05/2024 to 07/05/2030                                                                                                                                                                       |
| Policy Period           | From 07/05/2024 to 07/05/2030                                                                                                                                                                       |
| Total Sum Insured (INR) | 10,000,000.00                                                                                                                                                                                       |
| Net Premium (INR)       | 27,004.00                                                                                                                                                                                           |
| UGST/SGST @ 9% (INR)    | 2,430.00                                                                                                                                                                                            |
| CGST @ 9% (INR)         | 2,430.00                                                                                                                                                                                            |
| Gross Premium (INR)     | 31,864.00                                                                                                                                                                                           |

Should you have any concerns or require any assistance, you can always reach us at

- 1) 24X7 toll free helpline - 1800 266 7780
- 2) SMS 'TAG' to 5616181
- 3) Write to us [customersupport@tataaig.com](mailto:customersupport@tataaig.com)

Thank you again for entrusting us with your business requirement. We sincerely appreciate you for expressing your confidence in TATA AIG.

We look forward to your continued patronage always.

Yours Sincerely,

Authorized Signatory  
For Tata AIG General Insurance Company Ltd. Ltd.

## Contractors All Risk Insurance

### Schedule

**Policy No. :** 2600047654 **Issued at :** HYDERABAD  
**Renewal :** 00  
**Endorsement :** 00  
**Name of the Insured :** VISTA VIEW LLP  
**Communication Address :** SECOND, 5-4-187/3 AND 4 SOHAM MANSION, MAHATMA GANDHI,,  
ROAD, BHARAT PETROLEUM PETROL PUMP, RANIGUNJ,,  
HYDERABAD - 500009  
HYDERABAD  
TELANGANA  
INDIA  
36AAUFV8287A1ZJ(GSTIN Number)  
Place of supply -TELANGANA  
State code -36

**Intermediary Name :** THUMMETI  
**Intermediary Code :** 2347170000  
**SOWMYA**

**Business of the Insured :** Residential Hi-rise group housing project consists 4 blocks + 1 amenities block. Each block/building consists common basement, ground + 7 (seven) upper floors.  
**Period of Insurance :** From 07/05/2024 to 07/05/2030

**Principal Name :** Vista View LLP  
**Principal Address :** Second, 5-4-187/3 and 4, SOHAM MANSION, Mahatma Gandhi  
**Contractor Name :** Vista View LLP  
**Contractor Address :**  
**Sub - Contractor Name :**  
**Sub - Contractor Address :**

**Project Period :** From 08/05/2024 to 07/05/2030  
**Risk Location Address :** SY. NO. 745/P, PILLALAMARRI VILLAGE, SURYAPET MANDAL, SURYAPET DISTRICT,, NALGONDA, TELANGANA, KATTANGOOR-508216, NALGONDA, TELANGANA, INDIA

**Description of Contract Works :** Residential Hi-rise group housing project consists 4 blocks + 1 amenities block. Each block/building consists common basement, ground + 7 (seven) upper floors.

| Sr. No.                            | Insured Item                                                                                                             | Sum Insured (INR)    |
|------------------------------------|--------------------------------------------------------------------------------------------------------------------------|----------------------|
| <b>Section I - Material Damage</b> |                                                                                                                          |                      |
| 1                                  | Contract Works (Permanent and Temporary Works And materials to be incorporated therein)                                  |                      |
| 1.1                                | Contract Price (as per schedule of Quantities & Rates &/or Values attached)                                              | 10,000,000.00        |
| 1.2                                | Materials and Item supplied by the principal                                                                             |                      |
| 2                                  | Any other works, & installations not Included in 1.1 and 1.2 above (e.g. camp. Colony, stores etc. as per list enclosed) |                      |
| 3                                  | Construction Plant Machinery (Memo. 6) (as per list enclosed)                                                            |                      |
|                                    | <b>Total Sum Insured</b>                                                                                                 | <b>10,000,000.00</b> |

#### Add-on Covers for Section I

| Sr. No. | Risk Description                            | Any one Accident | Any one Year |
|---------|---------------------------------------------|------------------|--------------|
| 1       | Owners surrounding property with FLEXA Risk | 1,000,000.00     | 1,000,000.00 |

| Sr. No.                                   | Insured Item                                                                                      | Sum Insured (INR) |
|-------------------------------------------|---------------------------------------------------------------------------------------------------|-------------------|
| <b>Section II - Third Party Liability</b> |                                                                                                   |                   |
| 1                                         | Limit of indemnity in respect of any One accident or series of accidents Arising out of one event | 1,000,000.00      |
| 2                                         | Total limit of Section II during Policy period                                                    | 1,000,000.00      |

#### Add-on Covers for Section II

| Sr. No. | Risk Description          | Any one Accident | Any one Year |
|---------|---------------------------|------------------|--------------|
| 1       | Including cross liability | 1,000,000.00     | 1,000,000.00 |

#### Deductible/Excess -

##### Section I & II

- 1 Normal - 5% of claim amount subject to minimum of INR 25000
- 2 AOG/Major Perils/ Collapse - 10% of claim amount subject to minimum of INR 100000

#### Terms & Conditions -

- 1 PILING CONSTRUCTION
- 2 EXISTING UNDERGROUND CABLES
- 3 CROPS, FORESTS, CULTIVATED AREAS
- 4 Owners surrounding property with FLEXA Risk
- 5 Third Party Liability with Cross Liability
- 6 Inclusion of Cyber Exclusion Clause - NMA 2915
- 7 Communicable Disease Exclusion clause
- 8 Five Powers War Exclusion (amended to include triggering of NATO Agreement)
- 9 Russia, Ukraine and Belarus Exclusion
- 10 Sanctions & Limitation Clause
- 11 Warranted that Material/Equipment to be stored as recommended by Manufacturer/OEM
- 12 Round the clock security provisions to be made available.
- 13 Any type of Demolishment, Dismantling, Destruction is excluded from the scope of the cover.
- 14 Wet works is excluded.
- 15 Retention walls to be made available for basement construction.
- 16 No cover for second hand Machinery.
- 17 STFI 1,00,00,000.00
- 18 Earthquake 1,00,00,000.00
- 19 Terrorism Damage is excluded from the scope of the cove

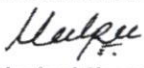
|                                  |                      |
|----------------------------------|----------------------|
| <b>Total Sum Insured (INR)</b>   | <b>10,000,000.00</b> |
| <b>Total Net Premium (INR)</b>   | <b>27,004.00</b>     |
| <b>UGST/SGST @ 9% (INR)</b>      | <b>2,430.00</b>      |
| <b>CGST @ 9% (INR)</b>           | <b>2,430.00</b>      |
| <b>Total Gross Premium (INR)</b> | <b>31,864.00</b>     |

Subject otherwise to terms and conditions of Contractors All Risk Insurance

IN WITNESS WHEREOF the undersigned being duly authorised by directors of the Company has/have hereunder set his/their hand(s) at Mumbai on this 1st day of August 2013.  
**GSTIN : 36AABCT3518Q1ZX - TELANGANA, Service Accounting Code : 997137**

Stamp Duty of ₹0.50/- is paid as provided under Article 47B of Indian Stamp Act, 1899 and included in Consolidated Stamp Duty Paid to the Government of Maharashtra Treasury vide Order of Addl. Controller Of Stamps, Mumbai at General Stamp Office, Fort, Mumbai - 400001., vide this Order No. LOA/ENF1/CSD/42/2024/1004 Validity Period Dt.05/02/2024 To Dt.24/01/2027/1004 Date:24/01/2024  
On Date : 12/05/2024

**For Tata AIG General Insurance Company Limited.**

  
**Authorized Signatory**

**Policy Servicing Office**

**Tata AIG General Insurance Company Limited**

5TH AND 6TH FLOOR, IMPERIAL TOWERS,, H.NO 7-1-6-617/A, GHMC NO - 615,616,,HYDERABAD,TELANGANA,HYDERABAD-500016  
Tel No:91-44-66864900

## RECEIPT

Receipt No. : 102001072845428

Receipt Date : 07/05/2024

Policy No : 2600047654 00 00

Received with thanks from VISTA VIEW LLP a sum of ₹ **31,864.00** ( Rupees Thirty One Thousand Eight Hundred Sixty Four And Paise Zero Only)

| Sr. No. | Policy Number    | Total Premium (₹) | Utilized from the receipt for policy (₹) | Balance (₹) |
|---------|------------------|-------------------|------------------------------------------|-------------|
| 1       | 2600047654 00 00 | 31,864.00         | 31,864.00                                | 0.00        |

**Note:**

1. This is a computer generated receipt and does not require a signature.
2. Upon issuance of this Receipt, all previously issued temporary receipts, if any, related to this Policy shall be considered null and void.
3. Amounts received by cheque shall be subject to realisation.
4. Any amount received in excess of the Premium is being/shall be refunded by the Company.

**GSTIN : 36AABCT3518Q1ZX - TELANGANA Service Accounting Code : 997137**

Revenue (consolidated) Stamp Duty duly paid vide challan No.LOA/ENF1/CSD/25/2023/5069 date 18/12/2023 for applicable cases.

## CONTRACTORS ALL RISK INSURANCE

WHEREAS the insured named in the schedule hereto had made to Tata AIG General Insurance Company Ltd. (hereinafter called "the Company") a written proposal by completing a proposal form which together with any other statements made in writing by the Insured for the purpose of this policy, is deemed to be incorporated hereto.

NOW THIS POLICY OF INSURANCE WITNESSETH that subject to and in consideration of the Insured having paid to the Company, the premium mentioned in the schedule and subject to the terms, exclusions, provisions and conditions contained herein or endorsed hereon the Company will indemnify the Insured in the manner and to the extent hereinafter provided.

### GENERAL EXCLUSIONS

The Company will not indemnify the Insured in respect of loss, damage or liability directly or indirectly caused by or arising out of or aggravated by

- a) War, Invasion, Act of foreign enemy, hostilities or War like operations (whether war be declared or not) Civil War, rebellion, revolution, insurrection, mutiny, Civil commotion, Military or usurped power, martial law, conspiracy, confiscation, commandeering a group of malicious persons or persons acting on behalf of or in connection with any political organisation, requisition or destruction or damage by order of any Government de jure or defacto or by any Public, Municipal or Local Authority;
- b) Nuclear reaction, Nuclear radiation or Radioactive contamination;
- c) Willful act or willful negligence of the Insured or of his responsible representative;
- d) Cessation of work whether total or partial.

### Terrorism Damage Exclusion Warranty

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

For the purpose of this exclusion, an act of terrorism means an act or series of acts, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), or unlawful associations, recognized under Unlawful Activities (Prevention) Amendment Act, 2008 or any other related and applicable national or state legislation formulated to combat unlawful and terrorist activities in the nation for the time being in force, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear for such purposes.

This exclusion also includes loss, damage, cost or 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 the above.

In any action, suit or other proceedings where the Company, allege that by reason of the provisions of Exclusion (a) above any loss, destruction, damage or liability is not covered by this insurance, the burden of proving that such loss, destruction, damage or liability is covered shall be upon the Insured.

### PERIOD OF COVER

Construction Period -

The liability of the Company shall commence, (notwithstanding any date to the contrary specified in the Schedule) only from the time of commencement of work after the unloading of the property specified in the schedule from any conveyance at the site specified in the schedule whichever is earlier and shall expire on the date specified in the schedule. However, the Company's liability expires also for parts of the insured contract works taken over or put into service by the Principal prior to the expiry date specified in the policy whichever shall be earlier.

'If actual construction period is shorter than the period indicated in the schedule, no refund of premium shall be allowed unless specifically allowed by Insurers.'

At the latest, the insurance shall expire on the date specified in the Schedule but if the work of construction included in the insurance is not completed within the time specified hereunder, the Company may extend the period of insurance but the Insured shall pay to the Company additional premium at rates to be prescribed by the Company.

### GENERAL CONDITIONS

1. The due observance and fulfillment 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 Schedule 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 (a) Representatives 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.

(b) 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 and the scope of cover and/or premium shall, if necessary be adjusted accordingly.

Insurance is the subject matter of the solicitation. For more details on risk factors, terms and conditions, please read sales brochure carefully before concluding a sale.

TATA AIG General Insurance Company Ltd. Regd. Office: 15th floor, Tower A, Peninsula Business Park, Ganpatrao Kadam Marg, Off Senapati Bapat Marg, Lower Parel, Mumbai- 400 013.

IRDA Registration No.108, CIN No : U85110MH2000PLC128425, PAN : AABCT3518Q, UIN No : IRDAN108CP0021V01201819

Website: www.tataaig.com 24X7 Tollfree Helpline: 1800-266-7780 E-mail: customersupport@tataaig.com

No material alteration shall be made or admitted by the Insured whereby the risk is increased unless the continuance of the Insurance be confirmed in writing by the Company.

5. 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 or damage.
- b) take all steps within his power to minimize 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 no notice has been received by the company 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 ₹ 2,500/-. 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 affected. 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.

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.

6. The Insured shall at the expense of the Company do and concur in doing and permit to be done all such acts and things as may be necessary or required by the Company in the interest of any rights or remedies, or of obtaining relief or 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.

7. If any dispute or difference shall arise as to the quantum to be paid under this Policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator, to be appointed in writing by the parties to or, if they cannot agree upon a single arbitrator within 30 days of any party invoking Arbitration, the same shall be referred to a panel of three Arbitrators comprising of two Arbitrators - one to be appointed by each of the parties to the dispute/difference, and the third Arbitrator to be appointed by such two Arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act 1996.

It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as hereinbefore provided, if the Company has disputed or not accepted liability under or in respect of this Policy.

It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such Arbitrator/Arbitrators of the amount of the loss or damage shall be first obtained.

8. 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 anyone 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 benefit under this Policy shall be forfeited.

9. If at the time any claim arises 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.

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

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

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

## SECTION I - MATERIAL DAMAGE

The Company hereby agrees with the Insured (subject to the exclusions and conditions contained herein or endorsed hereon) that if, at any time during the period of insurance stated in the said Schedule, or during any further period of extension thereof the property (except packing materials of any kind) or any part thereof described in the said Schedule be lost, damaged or destroyed by any cause, other than those specifically excluded hereunder, in a manner necessitating replacement or repair the Company will pay or make good all such loss or damage up to an amount not exceeding in respect of each of the items specified in the Schedule the sum set opposite thereto and not exceeding in the whole the total sum insured hereby

The Company will also reimburse the Insured for the cost of clearance and removal of debris following upon any event giving rise to an admissible claim under this policy but not exceeding in all the sum (if any) set opposite thereto in the Schedule.

## EXCLUSION TO SECTION I

The Company, shall not, however, be liable for

- a) the first amount of the loss arising out of each and every occurrence shown as Excess in the Schedule;
- b) loss discovered only at the time of taking an inventory;
- c) normal wear and tear, gradual deterioration due to atmospheric conditions or lack of use or obsolescence or otherwise, rust, scratching of painted or polished surfaces or breakage of glass;

Insurance is the subject matter of the solicitation. For more details on risk factors, terms and conditions, please read sales brochure carefully before concluding a sale.

TATA AIG General Insurance Company Ltd. Regd. Office: 15th floor, Tower A, Peninsula Business Park, Ganpatrao Kadam Marg, Off Senapati Bapat Marg, Lower Parel, Mumbai- 400 013.

IRDA Registration No.108, CIN No : U85110MH2000PLC128425, PAN : AABCT3518Q, UIN No : IRDAN108CP0021V01201819

Website: www.tataaig.com 24X7 Tollfree Helpline 1800-266-7780 E-mail: customersupport@tataaig.com

- d) loss or damage due to faulty design,
- e) the cost of replacement, repair or rectification of defective material and/or workmanship, but this exclusion shall be limited to the items immediately affected and shall not be deemed to exclude loss of or damage to correctly executed items resulting from an accident due to such defective material and/ or workmanship;
- f) the cost necessary for rectification or correction of any error during construction unless resulting in physical loss or damage;
- g) loss of or damage to files, drawings, accounts, bills, currency, stamps, deeds, evidence of debt, notes, securities, cheques, packing materials such as cases, boxes, crates;
- h) any damage or penalties on account of the Insured's non- fulfillment of the terms of delivery or completion under his Contract of Construction or of any obligations assumed there under or lack of performance including consequential loss of any kind or description or for any aesthetic defects or operational deficiencies;
- i) loss of or damage to vehicles licensed for general road use or water borne vessels or Machinery/Equipment mounted or operated or fixed on floating vessels/craft/barges or aircraft.

#### PROVISIONS APPLYING TO SECTION I

##### Memo 1. SUM INSURED

It is a requirement of this insurance that the Sum of Insurance stated in the Schedule shall 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. Provided always that such increase or decrease shall take effect only after the same has been recorded on the policy by the Company.

If, in the event of the occurrence of a loss, or damage it is found that the Sum Insured representing the completely erected value of the property and/or of particular item involved is less than the amount required to be insured the amount recoverable by the insured under the policy shall be reduced in such proportion as the Sum Insured bears to the amount required to be insured.

##### Memo 2. PREMIUM ADJUSTMENT

The Sum Insured under the Policy representing the complete value of the contract works shall be adjustable at completion of the construction on the basis of actual values to be declared by the insured in respect of freight and handling charges, customs dues and construction cost and difference in premium shall be met with by payment at the rate agreed to or by the insured as the case may be. Any increase or decrease in the Prime cost of materials shall not be the subject matter of premium adjustment.

##### Memo 3. REINSTATEMENT OF SUM INSURED -

In the event of loss or damage the Insurance shall notwithstanding be maintained in force during the period of insurance for the Sum Insured the Insured undertaking to pay a pro-rata additional premium on the full amount of each claim for the loss or damage from the date of such loss to the expiry of the period of Insurance.

##### Memo 4. BASIS OF LOSS SETTLEMENT

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

a) 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,

OR

b) in the case of a total loss the actual value of the items immediately before the occurrence of the loss less salvage;

However, only to the extent the costs claimed has to be borne by the Insured and to the extent they are included in the Sum Insured and provided always that the provisions and conditions have been complied with.

All damages 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 in (b) above.

The cost of any provisional repairs will be borne by the Company 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 5. EXTENSION OF COVER - Any extra charges incurred for overtime, work on holidays, express freight (excluding air freight), are not covered by this insurance, unless agreed upon at an additional premium to be prescribed by the Company.

##### Memo 6. CONSTRUCTION PLANT AND MACHINERY -

Loss of or damage to Construction Plant and Machinery excludes loss or damage directly caused by its own explosion or its own mechanical or electrical breakdown or derangement.

##### Memo 7. SURROUNDING PROPERTY

Loss of or damage to property located on or adjacent to the 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 construction of the items insured under Section I and happening during the period of cover, and provided that a separate Sum therefore has been entered in the Schedule under Section I, for Principal's surrounding specified property. This cover does not apply to construction/erection machinery, plants and equipment.

##### Memo 8. MAJOR PERILS/AOG PERILS -

The Major Perils/Acts of God Claims shall mean the claims arising out of

- a) Earthquake - Fire & Shock
- b) Landslide/Rockslide/Subsidence,
- c) Flood/Inundation,

- d) Storm/Tempest/Hurricane/Typhoon/Cyclone/lightning or other atmospheric disturbances.
- e) Collapse
- f) Water damage for 'wet' risks i.e. contract involving works in rivers, canals, lakes or sea.

#### Memo 9. REINSTATEMENT OF THE INDEMNITY LIMIT -

Reinstatement of the indemnity limit on payment of additional premium after occurrence of claim can be allowed for extensions like express freight, overtime, surrounding property, airfreight. However, in respect of Third Party Liability, reinstatement can be allowed upto overall limit of ₹1 crore during entire Policy period.

Memo 10. THIRD PARTY LIABILITY Third party liability (TPL) cover cannot be granted during extended maintenance.

## SECTION II - THIRD PARTY LIABILITY

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 construction 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 workmen or employees of the owner of the works or premises or other firms connected with any other construction work thereon, or members of the Insured's family or of any of the aforesaid; directly consequent upon or solely due to the construction 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,
- 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 also to this Section.

## EXCLUSIONS TO SECTION II

The Company will not indemnify the Insured in respect of

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

## CONDITIONS APPLYING TO SECTION II

1. No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company who shall be entitled if they so desire, to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute for their own benefit in the name of the Insured any claim for indemnity or damage or otherwise and shall have full discretion in the conduct of any proceeding or in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require.
2. The Company may, so far as any accident is concerned, pay to the Insured the limit of indemnity for anyone accident/ anyone period, but deducting therefrom in such case any sum/s already paid as compensation in respect thereof or any lesser sum for which the claim or claims arising from such accident can be settled and the company shall thereafter be under no further liability in respect of such accident under this section.

#### **PILING CONSTRUCTION**

Attached to and forming part of Policy No. 2600047654 00 00

Notwithstanding the conditions, provisions and other endorsements of the Policy, it is agreed and understood that the Insurers shall not be liable to indemnify the Insured in respect of

- a) Loss of or damage to piles and/or casings due to misplacement, jamming and/or extraction thereof.
- b) Costs incurred in case of abandoned piling work, for any reasons not related to accidental loss or damage and mainly due to unforeseen ground conditions when piles cannot be driven to the required depth.

#### **EXISTING UNDERGROUND CABLES**

Attached to and forming part of Policy No. 2600047654 00 00

Notwithstanding the conditions, provisions and other endorsements of the Policy, it is understood and agreed that the following special conditions shall apply

The Insurers shall not be liable under the Policy to indemnify loss or damage to existing underground cables or pipes of any kind (electric cables, telephone cables, water and gas pipes, sewers and other pipelines, etc.) unless prior to the commencement of works

1. the Insured had requested and obtained from the public authorities or the owners of such an underground system the exact position of all cables or pipes.
2. the Insured had traced their existence and indicated location.

The indemnity shall in any case be restricted to the repair costs of such cables or pipes. Any consequential damage shall be excluded from the policy cover.

#### **CROPS, FORESTS, CULTIVATED AREAS**

Attached to and forming part of Policy No. 2600047654 00 00

Notwithstanding the conditions, provisions and other endorsements of the Policy, it is agreed and understood that the Insurers shall not be liable to indemnify the Insured in respect of any loss, damage or liability directly or indirectly caused to crops, forests and/or other cultures during the execution of the contract works.

#### **OWNERS SURROUNDING PROPERTY UPTO 10% SUM INSURED INCLUDING FLEXA RISKS**

Attached to and forming part of Policy No. 2600047654 00 00

In consideration of insured having paid extra premium amounting to ₹\_\_\_\_\_ it is hereby agreed and declared, subject to otherwise terms and conditions of the policy, that this insurance by within policy is extended to cover loss or damage to property located at or adjacent to the site and belongings to or held in care custody, control of the principal(s) or the contractor(s) if occurring directly due to damage of items mentioned in the schedule while at rest or in use for construction or erection during the period of policy. The Company will pay to the insured the value of the damaged property at the time of accident or at its option reinstate or replace such damaged property or any part thereof provided that : The liability of the Company shall in no case exceed ₹\_\_\_\_\_ for any one accident or series of accidents arising out of any one event and in the whole the total indemnity of ₹\_\_\_\_\_ during the currency of the policy. The insured shall bear the same excess as mentioned in the schedule of the Policy. In respect of loss or damage resulting to underground piping tunneling or underground cables and other underground facilities, the indemnity will be restricted to actual repair cost, provided prior to commencement of work, insured with the relevant authorities about the exact locations or position of such cables, pipes or other underground facilities. Cracks that neither impairs the stability of the structure nor safety of its users are not covered.

#### **Cyber Exclusion Clause – NMA 2915**

##### **1. Electronic Data Exclusion**

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:-

- a) This Policy does not insure, loss, damage, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

ELECTRONIC DATA means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software, and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

COMPUTER VIRUS means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised

Insurance is the subject matter of the solicitation. For more details on risk factors, terms and conditions, please read sales brochure carefully before concluding a sale.

TATA AIG General Insurance Company Ltd. Regd. Office: 15th floor, Tower A, Peninsula Business Park, Ganpatrao Kadam Marg, Off Senapati Bapat Marg, Lower Parel, Mumbai- 400 013.

IRDA Registration No.108, CIN No : U85110MH2000PLC128425, PAN : AABCT3518Q, UIN No : IRDAN108CP0021V01201819

Website: www.tataaig.com 24X7 Tollfree Helpline: 1800 266 7780 E-mail: customersupport@tataaig.com

instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. COMPUTER VIRUS includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

- b) However, in the event that a peril listed below results from any of the matters described in paragraph a) above, this Policy, subject to all its terms, conditions and exclusions will cover physical damage occurring during the Policy period to property insured by this Policy directly caused by such listed peril.

Listed Perils

Fire  
Explosion

## 2. Electronic Data Processing Media Valuation

Notwithstanding any provision to the contrary within the Policy or any endorsement thereto, it is understood and agreed as follows:-

Should electronic data processing media insured by this Policy suffer physical loss or damage insured by this Policy, then the basis of valuation shall be the cost of the blank media plus the costs of copying the ELECTRONIC DATA from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such ELECTRONIC DATA. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this Policy does not insure any amount pertaining to the value of such ELECTRONIC DATA to the Assured or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled.

## N.M.A. 2915

### Five Powers War Exclusion (amended to include triggering of NATO Agreement)

Attached to and forming part of Policy No. 2600047654 00 00

This insurance excludes loss damage liability or expense arising from the outbreak of war (whether there be a declaration of war or not) between any of the following countries: United Kingdom, United States of America, France, Russian Federation and the People's Republic of China. For the avoidance of doubt this exclusion is deemed to encompass the invocation of Collective Defence of NATO as detailed in Article 5 of the The North Atlantic Treaty.

### Russia, Ukraine and Belarus Exclusion

Attached to and forming part of policy No. 2600047654 00 00

Excluding all loss, damage, liability or expense directly caused by or arising from or in connection with the current Russia-Ukraine conflict and/or any expansion of such conflict. Also excluded shall be loss, damage, liability or expense where the aforementioned conflict is deemed to be the proximate cause of such loss, damage, liability or expense. This also includes but is not limited to confiscation, expropriation, nationalization, deprivation or restraining in movement of vessels and cargo in the territory of the aforementioned countries.

### Sanctions & Limitation Clause

Attached to and forming part of Policy No. 2600047654 00 00

It is hereby agreed and understood that cover hereunder is not provided and shall not be deemed to be provided and no Insurer shall be liable to make any payment for any claim or provide any benefit hereunder if the provision of such cover, payment of such claim or provision of such benefit may be contrary 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, the Swiss Confederation (Switzerland), Republic of Singapore or the United States of America, and may expose the insurer or it's reinsurer to any such sanction, prohibition or restriction whether such sanction, prohibition or restriction exists at the inception of this policy or comes into existence at any time thereafter.

## GRIEVANCE REDRESSAL POLICY

### Grievance Lodgment Stage

The Company is committed to extend the best possible services to its customers. However, if you are not satisfied with our services and wish to lodge a complaint, please feel free to contact us through below channels:

**Call us** 24X7 toll free helpline 1800 266 7780

**Email us** at customersupport@tataaig.com

**Write to us at :** Customer Support, Tata AIG General Insurance Company Limited  
A-501 Building No.4 IT Infinity Park, Dindoshi, Malad (E), Mumbai - 400097

**Visit the Servicing Branch** mentioned in the policy document

### Nodal Officer

Please visit our website at [www.tataaig.com](http://www.tataaig.com) to know the contact details of the Nodal Officer for your servicing branch.

After investigating the grievance internally and subsequent closure, we will send our response within a period of 10 days from the date of receipt of the complaint by the Company or its office in Mumbai. In case the resolution is likely to take longer time, we will inform you of the same through an interim reply.

### Escalation Level 1

For lack of a response or if the resolution still does not meet your expectations, you can write to [manager.customersupport@tataaig.com](mailto:manager.customersupport@tataaig.com). After investigating the matter internally and subsequent closure, we will send our response within a period of 8 days from the date of receipt of your complaint.

### Escalation Level 2

For lack of a response or if the resolution still does not meet your expectations, you can write to the Head-Customer Services at [head.customerservices@tataaig.com](mailto:head.customerservices@tataaig.com). After examining the matter, we will send you our response within a period of 7 days from the date of receipt of your complaint. Within 30 days of lodging a complaint with us, if you do not get a satisfactory response from us and you wish to pursue other avenues for redressal of grievances, you may approach Insurance Ombudsman appointed by IRDA under the Insurance Ombudsman Scheme. Given below are details of the Insurance Ombudsman located at various centers.

### List of Insurance Ombudsman Offices

| Office of the Ombudsman | Address & Contact details                                                                                                                                                                                                                                                                               | Jurisdiction of Office Union Territory, District                                                                                                                                                                                                                                                                                                                                                                                                                          |
|-------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| AHMEDABAD               | Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th Floor, Tilak Marg, Relief Road, Ahmedabad - 380 001. Tel.: 079 - 25501201/02/05/06 Email: <a href="mailto:bimalokpal.ahmedabad@ecoi.co.in">bimalokpal.ahmedabad@ecoi.co.in</a>                                                          | Gujarat, Dadra & Nagar Haveli, Daman and Diu.                                                                                                                                                                                                                                                                                                                                                                                                                             |
| BENGALURU               | Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru - 560 078. Tel.: 080 - 26652048 / 26652049 Email: <a href="mailto:bimalokpal.bengaluru@ecoi.co.in">bimalokpal.bengaluru@ecoi.co.in</a>                | Karnataka                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| BHOPAL                  | Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal - 462 003. Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203 Email: <a href="mailto:bimalokpal.bhopal@ecoi.co.in">bimalokpal.bhopal@ecoi.co.in</a>                    | Madhya Pradesh Chattisgarh                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| BHUBANESHWAR            | Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar - 751 009. Tel.: 0674 - 2596461 / 2596455 Fax: 0674 - 2596429 Email: <a href="mailto:bimalokpal.bhubaneswar@ecoi.co.in">bimalokpal.bhubaneswar@ecoi.co.in</a>                                                                           | Orissa                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| CHANDIGARH              | Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 - D, Chandigarh - 160 017. Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email: <a href="mailto:bimalokpal.chandigarh@ecoi.co.in">bimalokpal.chandigarh@ecoi.co.in</a>                          | Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh                                                                                                                                                                                                                                                                                                                                                                                                            |
| CHENNAI                 | Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI - 600 018. Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 Email: <a href="mailto:bimalokpal.chennai@ecoi.co.in">bimalokpal.chennai@ecoi.co.in</a>                                           | Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry).                                                                                                                                                                                                                                                                                                                                                                                                |
| DELHI                   | Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi - 110 002. Tel.: 011 - 23239633 / 23237532 Fax: 011 - 23230858 Email: <a href="mailto:bimalokpal.delhi@ecoi.co.in">bimalokpal.delhi@ecoi.co.in</a>                                                     | Delhi                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| GUWAHATI                | Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati - 781001(ASSAM). Tel.: 0361 - 2132204 / 2132205 Fax: 0361 - 2732937 Email: <a href="mailto:bimalokpal.guwahati@ecoi.co.in">bimalokpal.guwahati@ecoi.co.in</a>                                | Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura                                                                                                                                                                                                                                                                                                                                                                                               |
| HYDERABAD               | 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 - 65504123 / 23312122 Fax: 040 - 23376599 Email: <a href="mailto:bimalokpal.hyderabad@ecoi.co.in">bimalokpal.hyderabad@ecoi.co.in</a> | Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry.                                                                                                                                                                                                                                                                                                                                                                                                    |
| JAIPUR                  | Office of the Insurance Ombudsman, Jeevan Nidhi - II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur-302 005. Tel.: 0141 - 2740363 Email: <a href="mailto:Bimalokpal.jaipur@ecoi.co.in">Bimalokpal.jaipur@ecoi.co.in</a>                                                                                   | Rajasthan                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| ERNAKULAM               | 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: <a href="mailto:bimalokpal.ernakulam@ecoi.co.in">bimalokpal.ernakulam@ecoi.co.in</a>                                      | Kerala, Lakshadweep, Mahe-a part of Pondicherry                                                                                                                                                                                                                                                                                                                                                                                                                           |
| KOLKATA                 | 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: <a href="mailto:bimalokpal.kolkata@ecoi.co.in">bimalokpal.kolkata@ecoi.co.in</a>                                                      | West Bengal, Sikkim, Andaman & Nicobar Islands                                                                                                                                                                                                                                                                                                                                                                                                                            |
| LUCKNOW                 | Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: <a href="mailto:bimalokpal.lucknow@ecoi.co.in">bimalokpal.lucknow@ecoi.co.in</a>                                    | Districts of Uttar Pradesh : Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gaziipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar |



WITH YOU ALWAYS

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|--------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| MUMBAI | Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052<br>Email : bimalokpal.mumbai@ecoi.co.in                | Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane                                                                                                                                                                                                                                                                                                                                     |
| NOIDA  | Office of the Insurance Ombudsman, Bhagwan Sahai Palace, 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514250 / 2514252 / 2514253<br>Email : bimalokpal.noida@ecoi.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, Ghazailbad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur |
| PATNA  | Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952 Email: bimalokpal.patna@ecoi.co.in                                                | Bihar, Jharkhand                                                                                                                                                                                                                                                                                                                                                                                  |
| PUNE   | Bhagwan Sahai Palace , 4th Floor, Main Road, Naya Bans, Sector 15, G.B. Nagar, Noida. NOIDA – 201301 Tel: 0120-2514250/51/53<br>Email: bimalokpal.noida@gbic.co.in                                                        | Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region                                                                                                                                                                                                                                                                                                                   |