मितिः २०८३/०७/१७

मस्यौदामा राय सुझाव पठाउने सम्बन्धी सूचना

निर्माण आयोजना तथा पूर्वाधार विकाससँग सम्बन्धित बीमालाई थप व्यवस्थित, पारदर्शी तथा प्रभावकारी बनाउने, इञ्जीनियरिङ्ग बीमालेखमा एकरूपता कायम गर्ने र बीमितको हित संरक्षण गर्ने उद्देश्यले यस प्राधिकरणबाट "*इञ्जिनियरिङ्ग बीमा सम्बन्धी निर्देशन*" को मस्यौदा तयार गरिएको छ । उक्त मस्यौदा उपर तहाँको राय, सुझाव भएमा यो सूचना प्रकासन भएको मितिले सात दिनभित्र प्राधिकरणको बीमालेख शाखाको इमेल ठेगाना **beemalekh@nia.gov.np** मा उपलब्ध गराइदिन हुन यो सूचना प्रकाशन गरिएको छ । साथै, यस सम्बन्धमा थप जानकारी आवश्यक परेमा प्राधिकरणका देहाय बमोजिमका कर्मचारीसँग सम्पर्क गर्न सकिने बेहोरा समेत अनुरोध छ ।

सम्पर्क व्यक्तिः

क्र.सं	नाम	पद	सम्पर्क नं.
१.	सुदिप गिरी	सहायक निर्देशक	९८४६०४७३१७
२.	लोक प्रसाद काफ्ले	सहायक निर्देशक	९८५११६४१६५

संलग्नः

१. "इञ्जिनियरिङ्ग बीमा सम्बन्धी निर्देशन" को मस्यौदा

इन्जिनियरिङ्ग बीमा सम्बन्धी निर्देशन, २०८३

परिच्छेद १

प्रारम्भिक

१. **संक्षिप्त नाम र प्रारम्भ :** (१) यो निर्देशनको नाम "इन्जिनियरिङ्ग बीमा सम्बन्धी निर्देशन, २०८३" रहेको छ ।

(२) यो निर्देशन प्राधिकरणबाट स्वीकृत भएको मिति देखि लागू हुनेछ ।

२. **परिभाषा :** बिषय वा प्रसंगले अर्को अर्थ नलागेमा यो निर्देशनमा:

(क) "प्राधिकरण" भन्नाले बीमा ऐन, २०७९ को दफा ३ बमोजिम गठन भएको नेपाल बीमा प्राधिकरण सम्झनु पर्छ ।

(ख) "बीमक" भन्नाले बीमा ऐन, २०७९ बमोजिम प्राधिकरणबाट इजाजतपत्र प्राप्त निर्जीवन बीमा कम्पनी सम्झनु पर्छ।

(ग) "ऐन" भन्नाले बीमा ऐन, २०७९ सम्झनु पर्छ।

(घ) "नियमावली" भन्नाले बीमा नियमावली, २०८१ सम्झनु पर्छ।

(ङ) "बीमित" भन्नाले यस निर्देशन बमोजिम बीमा गर्ने व्यक्ति वा संस्था सम्झनु पर्छ।

(च) "बीमालेख" भन्नाले इञ्जिनियरिङ्ग बीमाको करारनामा सम्बन्धी अधिकार तथा दायित्व उल्लेख भएको यस निर्देशन बमोजिमको लिखत सम्झनु पर्छ र बीमालेखको तालिका, बीमालेखमा संलग्न क्लजहरु, सम्पुष्टिहरु तथा बन्देजहरु बीमालेखको अभिन्न अंग मानिनेछ।

(छ) "बीमाङ्क" भन्नाले रक्षावरण गरिएको रकम सम्झनु पर्छ।

(ज) "बीमा अवधि" भन्नाले इञ्जिनियरिङ्ग बीमालेखको प्रयोजनको लागि जोखिम प्रारम्भ भएको मिति देखि जोखिम समाप्त हुने मिति सम्मको समयावधि सम्झनु पर्छ। यस शब्दले त्रुटि सच्चाउने अवधि रहेको बीमालेखमा सो अवधिलाई समेत जनाँउछ।

(झ) "इन्जिनियरिङ्ग बीमा" भन्नाले यस निर्देशनको अनुसूची १ मा उल्लेखित बीमा सम्झनु पर्छ।

(ञ) "बीमाशुल्क" भन्नाले यस निर्देशन बमोजिम बीमा गर्दा बीमितबाट एकमुष्ट वा किस्तावन्दी रूपमा बीमकले लिने रकम सम्झनु पर्छ ।

(ट) "बीमादर" भन्नाले यस निर्देशन बमोजिम लगाइने न्यूनतम बीमाशुल्क दर सम्झनु पर्छ ।

(ठ) "सम्झौता कागजात" भन्नाले निर्माण कार्यका लागि परियोजना मालिक र निर्माण व्यवसायी बीच हुने सम्झौता सम्झनु पर्छ।

(ड) "सम्पुष्टि" भन्नाले बीमालेखको तालिकामा उल्लेखित विवरणमा आवश्यकतानुसार थपघट तथा संशोधन गर्नका लागि बीमालेखको एक अंगको रूपमा रहने बीमालेखसँग संलग्न थप लिखत सम्झनु पर्छ ।

(ढ) "अधिक (Excess / Deductible)" भन्नाले दाबी मूल्याङ्कन रकमबाट बीमकले अनिवार्य रूपमा घटाउने रकम सम्झनु पर्छ।

(ण) "बीमालेख तालिका" भन्नाले इन्जिनियरिङ्ग बीमा गर्दा जारी गरिने यसै निर्देशनमा उल्लेख भए बमोजिमको तालिका (सेडयुल) सम्झनु पर्छ ।

(त) "लक्षित पूर्ण क्षति (Constructive Total Loss)" भन्नाले बीमालेखले रक्षावरण गरेको कारणबाट बीमा गरिएको मेशिन, औजार वा प्लाण्टमा क्षति भई मर्मत गर्दा पुनः प्रयोगमा आउन सक्ने र बीमालेखमा उल्लेखित घोषित मूल्यको पचासी (८५) प्रतिशत वा सोभन्दा बढी तर घोषित मूल्यभन्दा कम हुने गरी मर्मत खर्च लाग्ने अवस्था सम्झनु पर्छ ।

(थ) "पूर्ण क्षति (Total Loss)" भन्नाले बीमालेखले रक्षावरण गरेको जोखिमको कारणबाट बीमा गरिएको मेशिन, औजार वा प्लाण्टमा क्षति भई पुनः प्रयोगमा आउन नसक्ने गरी नासिएको वा मर्मत गर्दा बीमालेखमा उल्लेखित घोषित मूल्य वा सोभन्दा बढी रकम मर्मत खर्च लाग्ने अवस्था सम्झनु पर्छ ।

परिच्छेद २

बीमालेख सम्बन्धी व्यवस्था

३. **प्रस्ताव फाराम :** (१) यस निर्देशन अन्तर्गत इन्जिनियरिङ्ग बीमा गर्नको लागि प्रस्तावकले अनुसूची-२ मा उल्लेख भए बमोजिमको प्रस्ताव फाराम बीमक समक्ष पेश गर्नु पर्नेछ ।

(२) उपदफा (१) बमोजिम प्राप्त फाराम पूर्ण रूपमा भरे नभरेको बीमकले यकिन गर्नु पर्नेछ।

(३) पूर्ण रूपमा भरिएको प्रस्ताव फाराम प्राप्त भए पश्चात अनुसूची-३ बमोजिमको सीमा भन्दा बढी बीमाङ्कको लागि बीमकले बीमा गरिने विषयवस्तुको (Subject Matter of Insurance) स्थलगत निरीक्षण गरी वा गराई जोखिम मूल्यांकन प्रतिवेदन अनिवार्य रुपमा तयार गर्नु पर्नेछ।

तर, अनुसूची-३ बमोजिमको सीमा भन्दा कम बीमाङ्कका लागि बीमकले जोखिमको प्रकृति तथा आवश्यकता अनुसार बीमा गरिने विषयवस्तुको (Subject Matter of Insurance) स्थलगत निरीक्षण गरी वा गराई जोखिम मूल्यांकन प्रतिवेदन तयार गर्न सक्नेछ।

(४) प्रस्तावकले बीमाको प्रस्ताव गर्दा सम्झौता कागजातमा रहेका बीमा सम्बन्धी व्यवस्थासँग सम्बन्धित कागजात बीमक समक्ष पेश गर्नु पर्नेछ।

४. <u>बीमालेख जारी गर्नु पर्ने:</u> (१) बीमकले दफा ३ बमोजिमको प्रस्ताव फाराम, जोखिम मूल्यांकन प्रतिवेदन तथा अन्य आवश्यक विवरणको आधारमा जोखिमाङ्कन गरी बीमालेख जारी गर्नु पर्नेछ ।

(२) बीमकले बीमालेख जारी गरे पश्चात स्वीकृत प्रस्ताव फाराम र बीमालेखको एक प्रति बीमितलाई तत्काल उपलब्ध गराउनु पर्नेछ।

(३) बीमकले उपदफा (२) बमोजिमको कागजातहरू बीमितले प्राप्त गरेको प्रमाण राख्नु पर्नेछ।

(४) बीमकले यस निर्देशनको अनुसूची-४ बमोजिम बीमालेख जारी गर्नु पर्नेछ।

(५) उपदफा (४) बमोजिम बीमालेख जारी गर्दा आवश्यकता अनुसार अनुसूची-५ बमोजिमका अतिरिक्त जोखिम रक्षावरण (Add on cover) , शर्त (Conditions) तथा बन्देज (Warranties) हरु समावेश गरी बीमालेख जारी गर्नुपर्नेछ।

(६) उपदफा (४) तथा (५) बमोजिमको बीमालेख, अतिरिक्त जोखिम रक्षावरण, शर्त तथा बन्देजमा कुनै व्यवस्था थपघट गरी जारी गर्नुपर्ने भएमा प्राधिकरणको स्वीकृतिका लागि पेश गर्नुपर्नेछ।

(७) उपदफा (६) बमोजिम पेश हुन आएको बीमालेख, अतिरिक्त जोखिम रक्षावरण, शर्त तथा बन्देज प्राधिकरणले उपयुक्त ठानेमा स्वीकृति प्रदान गर्नेछ।

(८) बीमकले हुलदंगा तथा आतंकबाद जोखिम बीमितले रक्षावरण गर्ने वा नगर्ने यकिन गरी बीमालेख जारी गर्नु पर्नेछ।

(९) बीमितले हुलदंगा तथा आतंकबाद जोखिम रक्षावरण गर्ने भएमा बीमकले सो वापत लाग्ने थप बीमाशुल्क लिई बीमालेख जारी गर्नु पर्नेछ।

(१०) बीमकले बीमालेख जारी गर्दा जुन कार्यका लागि बीमा गर्न लागिएको हो उक्त कार्यको सम्झौता कागजातमा उल्लेखित बीमा सम्बन्धी व्यवस्था पूर्ण रुपमा पालना हुने गरी बीमालेख जारी गर्नु पर्नेछ।

५. **<u>आपसी समझदारीमा गर्न सकिनेः</u>** परियोजना अन्तर्गतका ठेक्काको बीमाको हकमा देहाय बमोजिमको जोखिमको रक्षावरण बीमक र बीमितको आपसी समझदारीमा अतिरिक्त बीमाशुल्क लिई सम्पुष्टी जारी गर्न सकिनेछ ।

(क) बीमितले स्वयम् (ठेकेदार बाहेक) उपलब्ध गराएको सामग्री तथा मालवस्तु (Materials and Items supplied by Principal)

(ख) निर्माण सम्बन्धी प्लान्ट तथा औजार (Construction Plant and Equipment)

(ग) निर्माण सम्बन्धी उपकरण (Construction Machinery)

(घ) भग्नावशेष हटाउने (Internal and External Debris Removal)

६. **<u>बीमालेखको अवधिः</u>** (१) बीमा गरिने सम्पत्ति तथा परियोजनाको प्रकृति अनुसार बीमालेखको अवधि एक बर्ष, एक बर्ष भन्दा बढि वा कम हुन सक्नेछ।

(२) परियोजना अन्तर्गतका ठेक्काको हकमा सम्बन्धित ठेक्काको अवधि र बीमालेखको अवधि बराबर हुने गरी बीमालेख जारी गर्नु पर्नेछ ।

(३) एक बर्ष भन्दा कम अवधि कायम गरी बीमा हुने सम्पत्ति वा परियोजना अन्तर्गतका ठेक्काको हकमा छोटो अवधिको बीमालेख जारी गर्नु पर्नेछ।

(४) परियोजना अन्तर्गतका ठेक्काको हकमा बीमालेख जारी मिति र जोखिम प्रारम्भ मिति फरक गरी बीमालेख जारी गर्न सकिनेछ।

(५) उपदफा (४) बमोजिम जारी हुने बीमालेखको हकमा जोखिम प्रारम्भ मिति सम्झौता कागजातमा उल्लेखित कार्य प्रारम्भ मिति कायम गर्नु पर्नेछ।

(६) बीमा प्रयोजनको लागि उपदफा (५) बमोजिमको रक्षावरण प्रारम्भ भएको मितिबाट परियोजना अन्तर्गतका ठेक्काको अवधि र त्रुटि सच्चाउने अवधि थप गरी बीमा अवधि कायम गर्नु पर्नेछ।

७. **बीमालेखको संशोधन सम्बन्धी व्यवस्थाः** बीमालेख प्रारम्भ भए पश्चात सम्पत्ति वा परियोजनाको मालिक तथा बीमितको सँयुक्त सहमति नलिई बीमालेखको शर्त सुविधामा कुनै संशोधन वा परिमार्जन गर्न पाइने छैन ।

८. **बीमालेख खारेजः** (१) परियोजनाको मालिक तथा बीमितले सँयुक्त रुपमा बीमालेख खारेज गर्न लिखित रुपमा अनुरोध गरेमा बीमकले बीमालेख खारेज गर्न सक्नेछ।

(२) बीमालेख खारेज गर्दा कुल बीमा अवधिको २५ प्रतिशत भन्दा बढी अवधि बाँकी रहेको र दाबी नपरेको बीमालेख मात्र खारेज गर्न सकिनेछ।

(३)वार्षिक बीमालेख खारेज गर्दा बीमितलाई बहाल रहेको अवधिको लागि छोटो अवधिको बीमादर अनुसार बीमाशुल्क कट्टा गरी बाँकी बीमाशुल्क फिर्ता गर्नु पर्नेछ।

(४) एक वर्ष भन्दा बढी अवधि रहेको परियोजनाको बीमालेख खारेज गर्दा बीमितलाई बाँकी अवधिको बीमाशुल्क समानुपातिक रुपमा फिर्ता गर्नु पर्नेछ।

९. **तालिकामा खुलाउनु पर्ने :** बीमालेखमा समावेश गरिने अतिरिक्त जोखिम रक्षावरण (Add on cover), शर्त (Conditions) तथा बन्देज (Warranties) को पूर्ण व्यहोरा बीमालेखको तालिकामा खुलाउनु पर्नेछ।

परिच्छेद ३

बीमादर सम्बन्धी व्यवस्था

१०.**बीमादर तथा बीमाशुल्कः** (१) यस निर्देशन बमोजिम जारी हुने मूल बीमालेख तथा अतिरिक्त जोखिम रक्षावरण बीमालेखको बीमाशुल्क अनुसुची-६ मा उल्लेख भएको बीमादरको आधारमा गणना गर्नु पर्नेछ ।

(२) बीमालेख जारी गर्दा अनुसूची-७ बमोजिमको बीमाशुल्क गणना तालिका (Premium Calculation Sheet) अनुसार गणना गरी उक्त तालिका बीमालेखमा संलग्न गर्नु पर्नेछ ।

(३) बीमकले पूरा बीमाशुल्क प्राप्त नगरी बीमालेख जारी गर्न पाउने छैन ।

(४) उपदफा (३) मा जुनसुकै कुरा लेखिएको भएता पनि एक वर्षभन्दा बढी अवधि रहेको परियोजना अन्तर्गतका ठेक्काको बीमा गर्दा बीमालेख जारी भएको एक वर्षभित्र पूरा बीमाशुल्क प्राप्त गर्ने गरी किस्ता निर्धारण गरी किस्ताबन्दीमा बीमाशुल्क लिन सकिनेछ ।

(५)उपदफा (४) बमोजिम किस्ताबन्दीमा बीमाशुल्क लिई जारी गरिने बीमालेखको हकमा बीमालेख जारी भएको मितिले ६० दिन भित्र कुल बीमाशुल्कको न्यूनतम एक तिहाई भन्दा कम नहुने गरी बीमाशुल्क लिनु पर्नेछ ।

(६) परियोजना अन्तर्गतका ठेक्काको बीमा कुनै कारणले रद्द भएको रहेछ भने सोही परियोजनाको फेरी बीमा गर्दा (जुनसुकै बीमकमा) किस्ताबन्दीमा बीमाशुल्क लिई बीमालेख जारी गर्न पाइने छैन ।

(७) तोकिएको अवधि भित्र कार्य सम्पन्न नभई परियोजनाको म्याद थप भएको अवस्थामा त्यसरी थप भएको अवधिको बीमा गर्दा एक बर्ष भित्र पूरा बीमाशुल्क लिइसक्ने गरी किस्तावन्दीमा बीमालेख जारी गर्न वाधा पर्ने छैन ।

तर, एक बर्ष भन्दा कम अवधि थप भएको अवस्थामा पूरा बीमाशुल्क लिई बीमालेख जारी गर्नु पर्नेछ।

(८) छोटो अवधि लागि जारी गरिएको बीमालेखको बीमाशुल्क दर अनुसूची-८ बमोजिम हुनेछ।

(९) म्याद थप भएको परियोजनाको हकमा थप गरिएको अवधिको बीमादर साविक बीमा अवधिको बीमादरलाई आधार मानी समानुपातिक रुपमा कायम गर्नुपर्नेछ।

(१०) म्याद थप भएको परियोजनाको जोखिमको प्रकृति, जोखिमको स्तर वा बीमाङ्कमा उल्लेखनीय परिवर्तन भएको अवस्थामा सोको वस्तुगत आधार र औचित्य अभिलेखमा राखी बीमादर समायोजन गर्न सकिनेछ।

(११) एउटै परियोजना अन्तर्गत फरक फरक जोखिम भएका बीमा गरिने विषयवस्तु भएमा अनुसूची-६ बमोजिम फरक बीमादर लिई बीमाशुल्क निर्धारण गर्नु पर्नेछ ।

११. **<u>बीमाशुल्क दर घटाउन नहुने</u>** : यस निर्देशनमा तोकिएको न्यूनतम बीमाशुल्क दर भन्दा कम दरमा बीमाशुल्क निर्धारण गरी बीमालेख जारी गर्न पाइने छैन।

परिच्छेद ४

विविध

१२.**त्रुटी सच्याउने अवधि सम्बन्धी व्यवस्थाः** (१) परियोजना अन्तर्गतका ठेक्काको निर्माण समाप्त भई हस्तान्तरण भएपश्चात त्रुटी सच्याउने अवधिको लागि बीमालेखले देहाय बमोजिमको रक्षावरण प्रदान गर्नेछ ।

(क) निर्माण व्यवसायीले त्रुटी सच्याउने दायित्वको अवधिमा आफ्नो दायित्व पालन गर्ने क्रममा भएको हानि नोक्सानी, र

(ख) त्रुटी सच्याउने दायित्वको अवधि प्रारम्भ हुनु अघि उत्पन्न भएको कुनै कारणबाट त्रुटी सच्याउने दायित्वको अवधिमा भएको हानि नोक्सानी ।

(२) उपदफा (१) मा उल्लेख भएका जोखिम बाहेक अन्य जोखिमको रक्षावरण गर्नु पर्ने भएमा सम्पत्तिको स्वामित्व भएको व्यक्ति वा संस्थाले सम्पत्ति बीमा गर्नु पर्नेछ।

१३.**ह्रासकट्टी सम्बन्धी व्यवस्थाः** (१) दाबी भुक्तानी प्रयोजनको लागि बीमा गरिएको सम्पत्तिमा पूर्ण क्षति (Total Loss) भएमा प्रतिस्थापन मूल्य वा बीमाङ्क जुन बढी हुन्छ सोमा अनुसूची-९ मा उल्लेख भए ह्रासकट्टी दर लागु गर्नुपर्नेछ।

तर, पुनर्स्थापना मूल्य बीमालेख तथा घोषणा बीमालेखमा आंशिक नोक्सानी भएको रहेछ भने उक्त अवस्थामा ह्रासकट्टी सम्बन्धी व्यवस्था लागू हुनेछैन ।

(२) उपदफा (१) बमोजिमको ह्रासकट्टी दर बीमकले बीमालेखसँग संलग्न गरी बीमितलाई प्रदान गर्नु पर्नेछ।

१४.**अधिक सम्बन्धी व्यवस्था** : (१) यस निर्देशन बमोजिम जारी भएको बीमालेख तथा अतिरिक्त जोखिम रक्षावरण बीमालेखमा दाबी परेमा दाबी भुक्तानी गर्न योग्य रकमको बढीमा दश प्रतिशतमा नबढ्ने गरी बीमक तथा बीमित बीच आपसी समझदारीमा अधिक कायम गर्नु पर्नेछ ।

(२) अतिरिक्त जोखिम रक्षावरण थप गरेको बीमालेखमा मूल बीमालेखमा रक्षावरण भएका जोखिम बाहेक अतिरिक्त रक्षावरणमा रहेको जोखिमको कारण मात्र क्षति भएमा उक्त अतिरिक्त जोखिम रक्षावरणमा उल्लेख भएको अधिक रकम मात्र लागू गरी दाबी भुक्तानी गर्नु पर्नेछ।

(३) मूल बीमालेख र अतिरिक्त रक्षावरण बीमालेख अन्तर्गत रक्षावरण भएका जोखिमका कारण एकै घटनाबाट दाबी परेको अवस्थामा मूल बीमालेखको मात्र अधिक कायम गर्नुपर्नेछ ।

१५. **बीमाङ्क निर्धारण :** (१) यस निर्देशन बमोजिम बीमा गरिने परियोजना अन्तर्गतको ठेक्काको निर्माण कार्यको बीमाङ्क रकम सम्झौता कागजातमा उल्लेख भए अनुसार कायम गर्नु पर्नेछ र निर्माण कार्यको सम्झौता मूल्य भन्दा बढी बीमाङ्क कायम गर्नु पर्ने अवस्थामा अतिरक्त बीमाङ्कको विवरण (variation, price escalation, derbies removal, professional fees जस्ता सम्झौतामा उल्लेखित अतिरिक्त रकम)बीमालेखको तालिकामा स्पष्ट रुपमा खुलाउनु पर्नेछ।

(२) परियोजना अन्तर्गतको ठेक्कामा प्रयोग गरिने मेशिन, औजार वा प्लाण्टको बीमाङ्क रकम पूर्ण प्रतिस्थापन खर्च बराबर हुने गरी कायम गर्नु पर्नेछ।

१६. **दाबी भुक्तानी:** यस निर्देशन बमोजिम जारी भएको बीमालेखको दाबी भुक्तानी सम्बन्धित बीमालेख तथा प्राधिकरणबाट जारी दाबी भुक्तानी मार्गदर्शन बमोजिम हुनेछ।

१७. **खारेजी र बचाउ:** (१) यस अघि प्राधिकरणबाट जारी भएको इञ्जिनियरिङ्ग बीमा सँग सम्बन्धित निर्देशन, निर्देशिका तथा परिपत्रहरु खारेज गरिएको छ ।

(२) Minimum premium rate for non tariff insurance business तथा इञ्जिनियरिङ्ग बीमा सम्बन्धी परिपत्रहरु अनुसार बमोजिम भए गरेका सम्पूर्ण कार्यहरु यसै निर्देशन बमोजिम भए गरेको मानिनेछ।

अनुसूची -१

(दफा २ को बुँदा (झ) सँग सम्बन्धित)

इञ्जिनियरिङ्ग बीमालेखको सूची

1. Contractors' All Risk Insurance Policy
2. Erection All Risk Insurance Policy
3. Contractors' Plant and Machinery Insurance Policy
4. Machinery Insurance Policy
5. Electronic Equipment Insurance Policy
6. Boiler and Pressure Vessel Insurance Policy

अनुसूची-२

(दफा ३ को उपदफा (१) सँग सम्बन्धित)

प्रस्ताव फारम

A. QUESTIONNAIRE AND PROPOSAL FOR CONTRACTORS' ALL RISKS INSURANCE

No. _____

1.	**Title of the Contract (if project consists of several sections, specify section(s) to be insured.)**	
2.	**Location of the site**	
	District	
	City/Town/Village	
3.	**Name and address of principal**	
4.	**Name(s) and address(es) of contractor(s)**	
5.	**Name(s) and address(es) of subcontractor(s)**	
6.	**Name and address of consulting engineer**	
7.	**Description of contract work[2] (please give detailed technical information)**	Dimensions(length, height, depth, spans,number of floors):
		Type of foundation and level of deepest excavation:
		Construction methods:
		Construction materials:
8.	**Is the contractor experienced in this type of work or construction methods?**	☐ Yes ☐No
9.	**Period of Insurance**	Commencement of work:
		Duration of construction: months
		Date of completion:

[1] If necessay, on separate sheet

[2] Harbours, piers, clocks, tunnels, galleries, dams, roads, railway facilities, sewerage and water supply and bridges, see additional questionnaires.

	Maintenance Period:	months			
10. What will be done by sub contractor?					
11. Special Risks	Fire, explosion	☐ Yes	☐No		
	Flood, inundation	☐ Yes	☐No		
	Landslide, storm, cyclone	☐ Yes	☐No		
	Blasting work	☐ Yes	☐No		
	Other risks				
	Volcanism, tsunami	☐ Yes	☐No		
	Have earthquakes been observed in this area? If so, pease state the intensity (Mercalli) magnitute(Richter)	☐ Yes	☐No		
	Is the design of the structure to be insured based on regulations for earthquake resistant structures?	☐ Yes	☐No		
	Is the design standard higher than that stipulated in the revalant regulations?	☐ Yes	☐No		
12. Detals of Subsoil	☐ rock	☐gravel	☐sand	☐clay	☐filledground
	Other subsoil conditions				
	Do geological faults exists in the vicinity?	☐ Yes	☐No		
13. Groundwater	Level below grade	m. ft.			
14. Nearest river, lake, sea etc.	Name:				
	Distance:				
	Levels:	Lowwater		Meanwater	
	Highest level recorded:				
15. Meteorological conditions	Rainy season:	From…….. To……			
	Max rainfall:	mm in	per hour	per day	per month
	Storm hazard:	☐minor	☐medium	☐high	
16. Are extra charges for overtime. Night work, work on public holidays to be included?	☐ Yes	☐No			
	Limit of indemity:				
17. Is third party liability to be included? Has the contactor canclued a separate policy for TPL?	☐ Yes	☐No			

	☐ Yes ☐No	
	Limit of indemity:	
18. Details of existing buildings or surrounding property possibly affected by the contract works (excavating, underpinning, piling, vibrating, ground-water lowering, etc.)		
19. Are exisiting building and /or structures on /or adjacent to the site, owned by or held incare, custody or control of the contractor(s) or the principal, to be insured against loss or damage arising as a direct or indirect or indirect consequence of the contract work.	☐ Yes ☐No	
	Limit of indemnity:	
	Exact description of these buildings/structures:	
20. State here the amounts you wish to insure and the limits of indemnity required (see policy wording, Section I, Memo 1, and Section II)		
Section I Material Damage	**Items to be insured**	**Sum to be insured (currency)**
	1. Contract Work (permanent and temporary work, including all materials to be incorporated herein)	
	1.1. Contract price	
	1.2. Materials or items supplied by principal(s)	
	2. Construction pland and equipment	
	3. Construction machinery (please attach list)	
	4. Clearence of debris	
	Total sum to be insured under Section 1:	
	Special risks to be insured	**Limit of indemnity[3]**
	Earthquake, volcanism, tsunami	
	Storm, cyclone, flood, inundation, landslide	
Section II Third Party Liability	**Items to be Insured**	**Limits of indemnity[4]**
	1. Bodily injury	
	1.1. Contract price	

	1.2. Total	
	2. Property damage	
	Total limit ot be applied under Section 2:	

[3] Limit of indemnity in respect of each and every loss or damage and/or series of losses arising out of any one event.

[4] Limit of indemnity in respect of any one accident or series of accidents arising out of any one event.

We hereby declare that the statements made by us in this Questionnaire and Proposal are, to the best of our knowledge and belief, complete and true, and we hereby agree that this forms the basis and is part of any policy issued in connection with the above risk.

It is agreed that the Company is liable in accordance with the terms of the Policy only and that the insured will not lodge any other claims of whatever nature.

The Company undertakes to threat this information in strict confidence.

Executed at Date Signature

B. QUESTIONNAIRE AND PROPOSAL FOR ERECTION ALL RISKS INSURANCE

No. _____

1.	**Title of the Contract (if project consists of several sections, specify section(s) to be insured.)**	
2.	**Location of the site**	
	District	
	City/Town/Village	
3.	**Name and address of principal**	
4.	**Name(s) and address(es) of the main contractor(s)**	
5.	**Name(s) and address(es) of subcontractor(s)**	
6.	**Manufacturer(s) of main items Name and adress**	
7.	**Firm supervising erection Name and address**	
8.	**Consulting engineer Name and address**	
9.	**Proposer**	Please indicate which of parties Nos 3 to 8 above is the Proposer of the insurance and which parties are to be declared as insured in the Policy Proposer No Insured No(s)
10.	**Exact description of the property to be erected (if second hand items are to be erected, please state) in case of machines: manufacturer's name, number, type, size, capacity, weight, pressure, temperature, revolutions, year of construction of major units.** **In case of complete factories: General frawing of plant, nature of civil engineering work (if any)**	
11.	**Period of Insurance**	Commencement of work:
		Duration of pre-storage: months prior to beginning of erection work
	If maintenance coverage required	Commencement of erection work: Duration of erection/ construciton: months
		Duration of testing: weeks
		Duration of maintenance: months

	Type of coverage required:				
	Termination of insurance:				
12. Have plans, designs and materials of the kind used in this projec been used and/or tested in	a. previous construction?	☐ Yes	☐No		
	b. previous construction by the contractor(s)	☐ Yes	☐No		
If so, please give details of similar projects carried out by contractor					
13. Is this an exension of an existing plant?		☐ Yes	☐No		
If so, will operation of exisiting plant continue during erection period? Enclose Plans		☐ Yes	☐No		
14. Have the buildings and civil engineering works already been completed?		☐ Yes	☐No		
15. Work to be carried out by subcontractors					
16. Is there any aggravated Risk of	Fire?	☐ Yes	☐No		
	Explosion?	☐ Yes	☐No		
If so, give details.					
17. Groundwater	Level below grade	m. ft.			
18. Nearest river, lake, sea etc.	Name:				
	Distance from site:				
	Levels:	Lowwater	Meanwater		
	Highest level recorded:				
19. Meteorological conditions	Rainy season:	From…….. To……			
	Max rainfall:	mm in	per hour	per day	per month
	Storm hazard:	☐minor	☐medium	☐high	
20. Hazards of earthquake, volcanism, tsunami	Is there a history of volcanism, tsunami at the site?	☐ Yes	☐No		
	Have earthquakes, etc. been observed in this area?	☐ Yes	☐No		
	If so, please state intensity	magnitute			
Subsoil Conditions	Is the design of the structure to be insured based on Regulations regarding earthquake resistant structures?	☐ Yes	☐No		
	Rock gravel sand clay filled site				
	Other types				
	Do geological faluts exists in the vivinity?	☐ Yes	☐No		

21. Estimate. If possible, the probable maximum loss, expressed as a percentage of the sum insured, in a single occurrence.	a. Due to earthquake b. Due to fire b. c. due to other cause (please specify)
22. Is coverage of Construction/Erection equipment (scaffolding, huts. Tools etc.) required?	☐ Yes ☐No
	Please give brief description and state new replacement value under No 28.3.
23. Is coverage of Construction/Erection machinery (excavators, cranes,etc.) requierd?	☐ Yes ☐No
	Please attach list of major machines showing individual new replacement value and state total value.
24. Are existing buildings and/or structures on or adjacent to the site owned by or held in care, custody or control of the contractor (s) or the Principal, to be insured against loss or damage arising out of or in connection with the contract works? state limit under No. 28.5.	☐ Yes ☐No
	If so, give exact description of these buildings/ structures.
25. Is third party liability to be included? **If so, give brief description of surrounding and existing buildings and/or structures not belonging to the principal or contractors (enclose maps, if possible) state limits under No 28, Section II.**	☐ Yes ☐No
26. Do you wish to cover to include extra charges, (in case of loss) for	Express freight, overtime, night work, Work on public holidays ? ☐ Yes ☐No
	Air freight? ☐ Yes ☐No
27. Give details of any special extension of cover required.	

28. Please state here the amounts you wish to insure and the limits of indemnity required (see policy wording, Section I, Memo 1, and Section II)

Section I
Material Damage

Currency:

Items to be insured	**Sum to be insured (state below seperately)**
5. Erection works, split up as follows:	
1.3. Items to be erected	
1.4. Freight	
1.5. Custom duties and dues	
1.6. Cost of erection	
6. Civil engineering works	
7. Construction/erection equipment	
8. Clearence of debris (limit of indemnity)	
9. Property located on the principal's premises or on the site, belonging to the principal or held in care, custody or control (limit of indemnity see Memo 4 of Policy)	

Section II **Third Party Liability**	Total sum to be insured under Section 1:	
	Special risks to be insured	**Limit of indemnity[1]**
	Earthquake, volcanism, tsunami	
	Storm, cyclone, flood, inundation, landslide	
	Items to be Insured	**Limits of indemnity[2]**
	3. Bodily injury	
	3.1. Contract price	
	3.2. Total	
	4. Property damage	
	Total limit ot be applied under Section 2:	

[1] Limit of indemnity in respect of each and every loss or damage and/or series of losses arising out of any one event.

[2] Limit of indemnity in respect of any one accident or series of accidents arising out of any one event.

We hereby declare that the statements made by us in this Questionnaire and Proposal are, to the best of our knowledge and belief, complete and true, and we hereby agree that this forms the basis and is part of any policy issued in connection with the above risk.

It is agreed that the Company is liable in accordance with the terms of the Policy only and that the insured will not lodge any other claims of whatever nature.

The Company undertakes to threat this information in strict confidence.

Proposer's Name:

Signature:

Stamp:

Date:

C. QUESTIONNAIRE AND PROPOSAL FOR CONTRACTORS' PLANT AND MACHINERY INSURANCE

No. _____

1.	(a) Proposer's Name		
	(b) Proposer's Trade or Business		
	(c) Proposer's Postal Address	Ward No: VM/Municipality: District:	
	(d) Location of Operation (site of property to be insured)	Ward No: VM/Municipality: District:	
2.	Do the items listed represent the entire machinery used by you at the above location?	☐ Yes	☐No
3.	(a) Are you at present Insured:		
	(b) If so, with whom?	☐ Yes	☐No
4.	Has any Company (a) Declined to insure any of the machinery now proposed? (b) Required an inreased premium or imposed special conditions? (c) Requested for repairs or made other special stipulations for risk improvement?	☐ Yes	☐No
5.	(a) Are you aware of any defects/ damage existing in the machinery?	☐ Yes	☐No
	(b) If so, give details thereof.		
6.	Do you own or use any equipment other than that described above working on the same site?	☐ Yes	☐No
7.	Is any of the equipment now proposed (a) Licensed for road use? (b) If so, give details. (c) Covered by any other insurance? (d) If so, give details.	☐ Yes ☐ Yes	☐No ☐No
8.	(a) Are you the owner of the proposed equipment? (b) If yes, will you be hiring out? (c) If the equipment is hired: i) Is insurance your responsibility? ii) Is maintenance and operation your responsibility?	☐ Yes ☐ Yes ☐ Yes ☐ Yes	☐No ☐No ☐No ☐No
9.	Are the premises where the equipment operates well guarded? Give details.	☐ Yes	☐No
10.	(a) What is the site condition where the equipment will be utilised? (b) Are the equipments likely to be operated on reclaimed or soft ground? (c) Are ground conditions such that the equipment(s) are exposed to the risk of toppling over? If so, give details. (d) Is the site susceptible to flood, sea damage, storm, cyclone or other natural calamities? If so, give details and safety precautions taken.		
11.	Will equipment belonging to other contractors operate on the same site?		
12.	(a) Do you have trained and qualified operators? (b) Are there any statutory rules governing the appointment?		
13.	Which of the equipments are required to be inspected and certified for operation by statutory rules?		
14.	(a) Has your machinery sustained any damage from breakdown or other cause during last 3 years? (b) If so, give details of damage/s and repairing cost.		
15.	(a) Are regular periodical inspections of the machinery carried out? (b) If so, by whom and at what intervals?		
16.	On payment of additonal premium do you wish to cover: (a) Express Freight (excluding Airfreight overtime and Holiday rates of wages	If yes, provide limits of indemnity. Rs.	☐No

	(b) Owners surrounding property (c) Clearance & Removal of Debris (d) Third Party Liability: (i) For any one accident (ii) For all accidents during the period:	Rs. ☐No Rs. ☐No Rs. ☐No Rs. ☐No
17.	Period of Insurance	From: To:

SCHUDELE OF PLANT AND MACHINERY TO BE INSURED

	GUIDE NOTES: i. Each Machinery should be entered separately with necessary specification as mentioned in Schedule Column No. 3 ii. The sum insured must be calculated on the present day new replacement value of the Machinery to be insured including provision for packing, freight and also value of foundations, erection, costs, customs duty etc. to afford full protection under this Policy. If any of the Machines is a 'Stand by' this fact should be mentioned. iv. All portable Machines must be so designated. All items in the open must be so described separately.					
	S.No.	**Quantity**	**Description, Type, Model, Capacity of Machine/Serial No. HP, KVA, Volts, AMPS, RPM**	**Maker's Name & Country of Origin**	**Year of Manufacture**	**Sum Insured**

(The liability of …….(Company name)……. does not commence until this proposal has been accepted by the Company and premium paid.)

I/We, the undersigned hereby declare that the above statements and particulars are true and complete and I/We declare and agree that this declaration and the answers given above shall be held to be promissory and shall be the basis of the contract between me/us and …….(Company name)…….

Place:_____

Dated:_____/_____/_____

Proposer's Signature

D. QUESTIONNAIRE AND PROPOSAL FOR MACHINERY INSURANCE

No. _____

1. Name of the Insured:……..

2. Location/Premises	Business	Sum Insured

N.B.: Detailed Schedule of the Property proposed for Insurance for each location/premises be submitted in the format given in Annexure A.

3. Voluntary Deductible proposed to be opted for

(a) Material Damage Claims - Section I -

(b) Business Interruption Claims - Section II-

4. Premium Data

Please furnish details of Sum Insured and Premium paid location wise for the past 5 years (if available for 10 years) in Annexure B.

5. Claims Data

Claims Data for each claim be furnished in the format given in Annexure C

Authorised Signatory

(Name of the Insured)

Authorized Signatory

(Name of the Insurance Co.)

ANNEXURE A

Comprehensive Machinery Insurance

Name of the Company: ……..

Location of the Risk: ……..

Pin Code: ……

S.No	Block No		Description of the risk	Class of the const.	Sum Insured in Rs							
	Main	Communicating if any			Bldg.	Machinery	Furniture,Fixtures & Fittings etc.	Piping	Cabling	Stock & Stock in process	Stock in Godown	Material in open/ Gas holders/ Tank Farms

ANNEXURE B

PREMIUM DATA

Location/Premises:

Policy/Perils - Fire Policy C/EQ/STFI/EEI/B.I.(Fire)/B.I. (MLOP) (Please submit details of premium on a separate sheet for each Policy/Peril)

Policy Period	**Sum Insured Premium**	**(Rs. In Lakhs)**

Authorised Signatory

(Name of the Insurance Co.)

ANNEXURE C

CLAIM DATA SHEET

(Please submit separate claim data sheet for each claim)

	Material Damage	**Business Interruption**
Date of Loss		
Policy Period		
Policy Peril		
Cause of Loss		
Sum Insured		
Amount Assessed by		
Surveyor		
Amount Paid		
Deductible		

For Business Interruption Losses please give following additional information

Indemnity Period		Months	
Interruption Period		Days	
Time Excess		Days	

Authorised Signatory

(Name of the Insurance Co.)

E. QUESTIONNAIRE AND PROPOSAL FOR ELECTRONIC EQUIPMENT INSURANCE

No. _____

1. Name and address of proposer	
Types of business	
Location of equipment to be insured (address of building, storey)	
Structure of building	☐ Steel skeleton ☐brickwork ☐concrete ☐wood
2. Has any of the equipment to be insured previously been covered by other insurance companies ? State when the insurance is to commerce:	☐yes ☐no if so, which items of the specification and by which companies?
	Date: time: period of insurance to the expire at the same date and time next year.
3. Is all the equipment to be insured new?	☐yes ☐no If so, which items of specifications are second hand?
What equipment can still be obtained ex works?	State items of specification
4. Condition of equipment	Is the equipment in accordance with the manufacturers' instructions? ☐yes ☐no
5. Quality of staff	Have operators been trained with the manufacturer ? ☐yes ☐no
6. Is there a risk of flood and inundation?	☐yes ☐no If so, by ☐ bodies of water ☐torrential rain ☐sewer backflow ☐other
7. Are dangerous materials used in the vicinity?	☐yes ☐no If so, by ☐acids ☐prepared or sensitized papers ☐lyes ☐test solution ☐ developers ☐explosives ☐isotopes ☐other

We hereby declare that the statements made by us in this Questionnaire and Proposal are, to the best of our knowledge and belief, complete and true, and we hereby agree that this Questionnaire and Proposal forms the basis and is part of any policy issued in connection with the above risk(s). It is agreed that the Company reliable in accordance with the terms of the policy only and that the Insured will not lodge any other claims of whatever nature. The Company undertakes to deal with this information in strict confidence.

Executed at this day of 20

Signature

Specification of Items to be Insured					
Item No.	Description of Items: Please give full and exact description of all equip-ment, including name of manufacturer, type, serial number, voltage, power input, etc. in the case of outdoor lines, indicate length and method oflaying.	Year of manufacture	Remarks: Give particulars of any part of the equipment to be insured which has had a breakdown or failure during the last three years and shows any sings of repair. In the case of mobile equipment state means and frequency of transport, areas of operation and distance. Please state if picture or admitter tubes are built in.	A 2 B 3	Replacement value: Please states current cost of replacing the equipment by new equipment of the same kind plus freight charged, customs duties, costs oferection, package material.
					Total:

1. In case of bought equipment, mark “A”
2. In case of hired equipment, mark “B”

F. QUESTIONNAIRE AND PROPOSAL FOR BOILER AND PRESSURE VESSEL INSURANCE

No. _____

1. Proposer's Details

S.N.	Details	Answer
1.	a) Name and Address of the proposer b) Work Address (Site of the Property to be insured)	
2.	Period of insurance	
3.	Total Sum Insured	

2A. Boiler and Pressure Plant – Schedule

S.N.	Location	Desription – Makers Name, Maker's No., Capacity	Registration Number	Year of Make	Sum Insured

2B. LEGAL LIABILITIES TO THIRD PARTIES

a) Personal Injury- Rs
b) Property Injury- Rs

2C. OPTIONAL ADDITIONAL COVER

	On payment of additional premium, do you wish to cover the following?	**Limit of Indemnity**	**Cover Required?**
a)	Express freight (excluding airfreight), overtime and holiday rates of wages	Rs.	☐Yes ☐No
b)	Airfreight	Rs.	☐Yes ☐No
c)	Owner's Surrounding Property	Rs.	☐Yes ☐No
d)	i) Third Party Liability — any one accident	Rs.	☐Yes ☐No
	ii) Third Party Liability — any one year	Rs.	☐Yes ☐No
e)	Additional Customs Duty	Rs.	☐Yes ☐No

3. TECHNICAL QUESTIONNAIRE

No.	**Question**	**Answer**
1a	In case of Boiler, state if it is Water tube type.	☐Yes ☐No
1b	If so, what is the evaporative capacity per hour?	
2	State how the Boiler is fired (e.g. Oil, Gas, Coal or Pulverized fuel).	
3a	Do you wish to include the main steam piping?	☐Yes ☐No
3b	If so, state whether cover is required within 20 metres or 100 metres radius of the Boiler.	☐20m ☐100m
4a	Are all the items in good condition?	☐Yes ☐No
4b	Give particulars of any defects.	

5a	Which items of Plant are subject to periodical inspection?		
5b	By whom are they inspected, and at what intervals?		
5c	Date of last inspection, working pressure approved, and period of such approval (attach copy of last report).		
6a	What is the maximum load on the safety valve per square inch?		
6b	What is the working pressure?		
7a	Are the Boiler Attendants solely employed on the Boiler Plant?	☐Yes	☐No
7b	What are their qualifications?		
7c	What proportion of their time is given to other duties, if not solely employed on the Boiler Plant?		
8a	Is the Boiler Plant now insured?	☐Yes	☐No
8b	If so, state name of Insurer and date policy expires.		
9a	Has the Boiler Plant at any time been insured by you?	☐Yes	☐No
9b	If so, state name of Insurer and date policy expired.		
10a	Has any Insurer permitted withdrawal of, or declined, any proposal from you?	☐Yes	☐No
10b	Has any Insurer cancelled or refused to renew your policy? (Note: name of Insurer must be stated.)	☐Yes	☐No
11a	Have you ever had an accident to your Boiler Plant?	☐Yes	☐No
11b	If so, give full particulars on a separate sheet.		
12	Have you any Boiler Plant in use other than that specified in the schedule?	☐Yes	☐No
13a	Are any of the Boilers shown in the proposal automatically controlled?	☐Yes	☐No
13b	If so, which ones?		
14a	Is any of the automatically controlled Boilers not under continuous supervision by a person competent to operate it?	☐Yes	☐No
14b	If so, which ones?		
15	Is the Boiler under regular and frequent supervision whilst working?	☐Yes	☐No

DECLARATION

I/We hereby declare and warrant that the above statements are true and complete and that I/We have withheld no information whatsoever which is material for the acceptance of this proposal. I/We agree that this declaration and the answers given above shall be held to be promissory and shall be the basis of the contract between me/us and the Company and shall be deemed to be incorporated in such contract, and that if any untrue averment be contained therein the said contract shall be absolutely null and void. I/We undertake to exercise all reasonable and ordinary precautions for the safety of the Boiler and Pressure Plant, and I/We agree to accept the policy in the form issued by the Company subject to the terms, exceptions and conditions prescribed therein or endorsed on the policy.

Place: Date:

Proposer's Signature:

NOTES

i) The term 'Boiler', where used in the above schedule, includes fittings, integral super-heaters and integral economisers, but does not include steam or feed water piping, separate super-heaters, or separate economisers if specifically listed in the schedule. such items being covered by the Policy only

ii) Value of the Boiler and/or Pressure Plant older than 20 years must be indicated separately.

अनुसूची -३

(दफा ३ को उपदफा (३) सँग सम्बन्धित)

स्थलगत निरिक्षणको लागि बीमाङ्कको सिमा

स्थलगत निरिक्षणको लागि बीमाङ्कको सिमाः

क) परियोजना अन्तर्गतको ठेक्काको लागि जारी गरिने बीमालेखको (CAR and EAR) लागि रु. एक करोड भन्दा माथिको बीमाङ्कको लागि बीमकले दफा ३ को उपदफा (३) बमोजिम स्थलगत निरिक्षण गरी प्रतिवेदन तयार गर्नु पर्नेछ ।

ख) वार्षिक रुपमा नविकरण गरिने बीमालेखको (CPM, MIP, EEI and BPVI) लागि रु. दश लाख भन्दा माथिको बीमाङ्कको लागि बीमकले दफा ३ को उपदफा (३) बमोजिम स्थलगत निरिक्षण गरी प्रतिवेदन तयार गर्नु पर्नेछ ।

अनुसूची -४

(दफा ४ को उपदफा (४) सँग सम्बन्धित)

बीमालेखको ढाँचा

A. CONTRACTORS' ALL RISKS POLICY

WHEREAS the Insured named in the Schedule hereto has made to **……** (hereinafter called "the Company") a written proposal by completing a Questionnaire which together with any other statements made in writing by the Insured for the purpose of this policy is deemed to be incorporated herein,

Now this Policy of Insurance witnesses that subject to 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 (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny, riot, strike, lock-out, civil commotion, military or usurped power, a group of malicious persons or persons acting on behalf of or in connection with any political organization, conspiracy, confiscation, commandeering, requisition or destruction or damage by order of any government *de jure* or *de facto* or by any public authority;

b) nuclear reaction, nuclear radiation or radioactive contamination;

c) wilful act or wilful negligence of the Insured or of his representatives;

d) cessation of work whether total or partial.

In any action, suit or other proceeding where the Company alleges 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

The liability of the Company shall commence, notwithstanding any date to the contrary specified in the Schedule, directly upon commencement of work or after the unloading of the items entered in the Schedule at the site. The Company's liability expires for parts of the insured contract works taken over or put into service.

At the latest the insurance shall expire on the date specified in the Schedule. Any extensions of the Period of Insurance are subject to the prior written consent of the Company.

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 statements 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 electronic mail 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.

No material alteration shall be made or admitted by the Insured whereby the risk is increased, unless the continuance of the insurance is 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 byelectronic mail 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 of 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 repairs or replacement of any minor damage; 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 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 are or would become entitled or which is or would be subrogated to them upon their paying for or making good any loss or damage under this Policy, whether such acts and things are or become necessary or required before or after the Insured's indemnification by the Company.

7. If any dispute or difference shall arise on claim under this policy, the same shall be resolved in accordance with the provisions of the Insurance Act, 2079 of Nepal as amended from time to time and for the time being in force.

8. If a claim is in any respect fraudulent, of 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 herein, 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 the Policy there is 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 Company 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, on 15 days' notice to that effect being given to the Insured, on grounds of mis-representation, fraud, non-disclosure of material facts or non-cooperation of the insured, in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation.

SECTION I - MATERIAL DAMAGE

The Company hereby agree with the Insured that if at any time during the period of cover the items or any part thereof entered in the Schedule shall suffer any unforeseen and sudden physical loss or damage from any cause, other than those specifically excluded, in a manner necessitating repair or replacement, the Company will indemnify the Insured in respect of such loss or damage as hereinafter provided by payment in cash, replacement or repair (at their own option) 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 any one event the limit of indemnity where applicable and not exceeding in all the total sum expressed in the Schedule as insured hereby.

The Company will also reimburse the Insured for the cost of clearance of debris following upon any event giving rise to a claim under this Policy provided a separate sum therefor has been entered in the Schedule.

Special Exclusions to Section I

The Company shall not, however, be liable for

a) the deductible stated in the Schedule to be borne by the Insured in any one occurrence;

b) consequential loss of any kind or description whatsoever including penalties, losses due to delay, lack of performance, loss of contract;

c) loss or damage due to faulty design;

d) 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;

e) wear and tear, corrosion, oxidation, deterioration due to lack of use and normal atmospheric conditions;

f) loss or damage to construction plant, equipment and construction machinery due to electrical or mechanical breakdown, failure, breakage or derangement, freezing of coolant or other fluid, defective lubrication or lack of oil or coolant, but if as a consequence of such breakdown or derangement an accident occurs causing external damage, such consequential damage shall be indemnifiable;

g) loss of or damage to vehicles licensed for general road use or waterborne vessels or aircraft;

h) loss of or damage to files, drawings, accounts, bills, currency, stamps, deeds, evidences of debt, notes, securities, cheques;

i) loss or damage discovered only at the time of taking an inventory.

Provisions Applying to Section I

***Memo 1*-Sums Insured**: It is a requirement of this insurance that the sums insured stated in the Schedule shall not be less than for item 1:

the full value of the contract works at the completion of the construction, inclusive of all materials, wages, freight, customs duties, dues, and materials or items supplied by the Principal;

for items 2 and 3: the replacement value of construction plant, equipment and construction machinery; which shall mean the cost of replacement of the insured items by new items of the same kind and same capacity;

and the Insured undertakes 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 shall take effect only after the same has been recorded on the Policy by the Company.

If, in the event of loss or damage, it is found that the sums insured are less than the amounts required to be insured, then the amount recoverable by the Insured under this Policy shall be reduced in such proportion as the sums insured bear to the amounts required to be insured. Every object and cost item is subject to this condition separately.

***Memo 2* - Basis of Loss Settlement**: In the event of any 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, 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 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 Company will 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 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 3 - **Extension of Cover**: Extra charges for overtime, nightwork, work on public holidays, express freight are covered by this insurance only if previously and specially agreed upon in writing.

SECTION II - THIRD PARTY LIABILITY

The Company will indemnify the Insured up to but not exceeding the amounts specified in the Schedule against such sums which the Insured shall become legally liable to pay as damages consequent upon

a) accidental bodily injury to or illness of third parties (whether fatal or not),

b) accidental loss of or damage to property belonging to third parties

occurring in direct connection with the construction or erection of the items insured under Section I and happening on or in the immediate vicinity of the site during the Period of Cover.

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 costs and expenses of litigation recovered by any claimant from the Insured, and

b) all costs and expenses incurred with the written consent of the Company,

provided always that the liability of the Company under this section shall not exceed the limits of indemnity stated in the Schedule.

Special Exclusions to Section II

The Company will not indemnify the Insured in respect of

1. the deductible stated in the Schedule to be borne by the Insured in any one occurrence;

2. the expenditure incurred in doing or redoing or making good or repairing or replacing anything covered or coverable under Section I of this Policy;

3. damage to any property or land or building caused by vibration or by the removal or weakening of support or injury or damage to any person or property occasioned by or resulting from any such damage (unless especially agreed upon by endorsement);

4. 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.

Special 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 damages or otherwise and shall have full discretion in the conduct of any proceedings 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 any one accident (but deducting therefrom in such case any sum or sums 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.

3. Limit of Indemnity in respect of each and every loss or damage and/or series of losses or damages arising out of any one event is also the total limit of indemnity during the Policy period.

CONTRACTOR'S ALL RISKS POLICY SCHEDULE

Branch	Policy No.	Currency	Declaration No.
Incorporated in this Policy is Questionnaire and Proposal No.			

Name and Address of the Principal:	**Location of the Contract Site:**
Name and Address of the Insured:	**Title of the Contract:**

Section I: Material Damage		
Insured Item	**Sum Insured**	**Deductible**
1. Contract works (permanent and temporary works, including all materials to be incorporated herein) 1.1. Contract price 1.2. Materials or items supplied by the Principal(s) 2. Construction plant and equipment 3. Construction machinery according to attached list 4. Clearence of debris (internal and external)		
Total sum insured under Section 1		

Risk	**Limit of Indemnity[1]**	**Deductible**
Earthquake, volcanism, tsunami Storm, cyclone, flood, inundation, landslide		

Section II: Third Party Liability		
Insured Item	**Limit of Indemnity[2]**	**Deductible**
1. Bodily Injury 1.1. Any one person 1.2. Total 2. Property Damage		

Period of Insurance

from ……. to[3] ……..
Maximum Indemnity Period …… **months from[4]** ……
Time Excess
Progress Report Interval

Incorporated in this Policy is Questionnaire and Proposal The following endorsements/extra endorsements are attached to and forming part of this Policy **<u>Endorsements:</u>**

Premium Rate: **Total Premium:** Rs. **RSMDST:** Rs. **Stamp duty:** Rs. **VAT – 13%:** Rs. **Total:** Rs. (Inclusive of extra premium for the above mentioned endorsements) **Bill No:**

In Witness whereof the Undersigned being duly signed by the Company and on behalf of the Company has/have hereunto set his/their hand(s)

Executed at: Date: Signature:

[1] Limit of indemnity in respect of each and every loss or damage and/or series of losses arising out of any one event.

[2] Limit of indemnity in respect of any one accident or series of accidents arising out of one event

[3] Scheduled date of completion

[4] Scheduled date of commence of insured business, but not earlier than the scheduled date of completion

B. ERECTION ALL RISKS INSURANCE POLICY

WHEREAS THE INSURED named in the Schedule hereto has made to the..... (hereinafter called "the Company") a written proposal by completing a Questionnaire which together with any other statements made in writing by the Insured for the purpose of this policy is deemed to be incorporated herein,

NOW THIS POLICY OF INSURANCE WITNESSES that subject to 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 (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny, riot, strike, lock-out, civil commotion, military or usurped power, a group of malicious persons or persons acting on behalf of or in connection with any political organization, conspiracy, confiscation, commandeering, requisition or destruction or damage by order of any government de jure or de facto or by any public authority;

b) nuclear reaction, nuclear radiation or radioactive contamination;

c) wilful act or wilful negligence of the Insured or of his representatives;

d) cessation of work whether total or partial.

In any action, suit or other proceeding where the Company alleges 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

The liability of the Company shall commence notwithstanding any date to the contrary specified in the Schedule, directly upon commencement of work or after the unloading of the items entered in the Schedule at the site and shall continue until immediately after taking over or after the first test operation or test loading is completed whatever is the earlier, but not beyond four weeks (unless otherwise agreed in writing) from the date of commencement of the test. If., however, a part of a plant or one or several machine(s) is/are tested and/or pu...o operation or taken over, the cover for that particulars part of the plant or machine(s) and any liability resulting therefrom ceases whereas the cover continues for the remaining parts.

In the case of second-hand items, the insurance hereunder shall, however, cease immediately on the commencement of the test.

At the latest the insurance shall expire on the date specified in the Schedule. Any extensions of the Period of Insurance are subject to the prior written consent of the Company.

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 statements 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.

c) The Insured shall immediately notify the Company by electronic mail 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.

No material alteration shall be made or admitted by the Insured whereby the risk is increased, unless the continuance of the insurance is 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 electronic mail 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 of 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 repairs or replacement of any minor damage; 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 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 which is or would be subrogated to them upon their paying for or making good any loss or damage under this Policy, whether such acts and things are or become necessary or required before or after the Insured's indemnification by the Company.

7. If any dispute or difference shall arise on claim under this policy, the same shall be resolved in accordance with the provisions of the Insurance Act, 2079 of Nepal as amended from time to time and for the time being in force.

8. If a claim is in any respect fraudulent, of 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 herein, 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 the 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 Company 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, on 15 days' notice to that effect being given to the Insured, on grounds of mis-representation, fraud, non-disclosure of material facts or non-cooperation of the insured, in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation.

SECTION I - MATERIAL DAMAGE

The Company hereby agrees with the Insured that if at any time during the period of cover the items or any part thereof entered in the Schedule shall suffer any unforeseen and sudden physical loss or damage from any cause, other than those specifically excluded, in a manner necessitating repair or replacement, the Company will indemnify the Insured in respect of such loss or damage as hereinafter provided by payment in cash, replacement or repair (at their own option) 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 any one event the limit of indemnity where applicable and not exceeding in all the total sum expressed in the Schedule as insured hereby. The Company will also reimburse the Insured for the cost of clearance of debris following upon any event giving rise to a claim under this Policy provided a separate sum therefor has been entered in the Schedule.

Special Exclusions to Section I

The Company shall not, however, be liable for

a) the deductible stated in the Schedule to be borne by the Insured in any one occurrence;

b) consequential loss of any kind or description whatsoever including penalties, losses due to delay, lack of performance, loss of contract;

c) loss or damage due to faulty design, defective material or casting, bad workmanship other than faults in erection;

d) wear and tear, corrosion, oxidation, incrustation;

e) loss of or damage to files, drawings, accounts, bills, currency, stamps, deeds, evidences of debt, notes, securities, cheques, packing materials such as cases, boxes, crates;

f) loss discovered only at the time of taking an inventory.

Provisions Applying to Section I

Memo 1 - Sums Insured: It is a requirement of this insurance that the sums insured stated in the Schedule (under items 1 and 2) shall not be less than the full value of each items at the completion of the erection, inclusive of freight, customs duties, dues, erection cost, and the insured undertakes to increase or decrease the amounts 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 loss or damage, it is found that the sums insured are less than the amounts required to be insured, then the amount recoverable by the Insured under this Policy shall be reduced in such proportion as the sums insured bear to the amounts required to be insured. Every object and cost item is subject to this condition separately.

Memo 2 - Basis of Loss Settlement: In the event of any 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, 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 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 Company will 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 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 3 - Extension of Cover: Extra charges for overtime, nightwork, work on public holidays, express freight are covered by this insurance only if previously and specially agreed upon in writing.

Memo 4 - 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 in direct connection with the erection, construction or testing of the items insured under Section I and happening during the Period of Cover, and provided that a separate sum therefor had been entered in the Schedule under Section-I, item 4. This cover does not apply to construction/erection machinery and construction/erection plant and equipment.

SECTION II - THIRD PARTY LIABILITY

The Company will indemnify the Insured up to but not exceeding the amounts specified in the Schedule against such sums which the Insured shall become legally liable to pay as damages consequent upon

c) accidental bodily injury to or illness of third parties (whether fatal or not),

d) accidental loss of or damage to property belonging to third parties

occurring in direct connection with the construction or erection of the items insured under Section I and happening on or in the immediate vicinity of the site during the Period of Cover.

In respect of a claim for compensation to which the indemnity provided herein applies, the Company will in addition indemnify the Insured against

d) all costs and expenses of litigation recovered by any claimant from the Insured, and

e) all costs and expenses incurred with the written consent of the Company,

provided always that the liability of the Company under this section shall not exceed the limits of indemnity stated in the Schedule.

Special Exclusions to Section II

The Company will not indemnify the Insured in respect of

5. the deductible stated in the Schedule to be borne by the Insured in any one occurrence;

6. the expenditure incurred in doing or redoing or making good or repairing or replacing anything covered or coverable under Section I of this Policy;

7. 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.

Special 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 damages or otherwise and shall have full discretion in the conduct of any proceedings 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 any one accident (but deducting therefrom in such case any sum or sums 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.

3. Limit of Indemnity in respect of each and every loss or damage and/or series of losses or damages arising out of any one event is also the total limit of indemnity during the Policy period.

ERECTION ALL RISKS POLICY SCHEDULE

Branch	Policy No.	Currency	Declaration No.

Name and Address of the Principal: **Name and Address of the Insured:**	**Site of Erection:**

Section I: Material Damage		
Insured Item	**Sum Insured**	**Deductible**
5. Erection Work 5.1. Items to be erected (attach sererate sheet if necessary) 5.2. Freight 5.3. Custom Duties and Dues 5.4. Cost of Erection 6. Civil Engineering Work 7. Clearence of Debris (Internal and External) 8. Property located on the Principal's premises or on the site, belonging to the Principal or held in care, custody or control		
Total sum insured under Section 1		

Risk	**Limit of Indemnity[1]**	**Deductible**
Earthquake, volcanism, tsunami Storm, cyclone, flood, inundation, landslide		

Section II: Third Party Liability		
Insured Item	**Limit of Indemnity[2]**	**Deductible**
3. Bodily Injury 3.1. Any one person 3.2. Total 4. Property Damage		

Period of Insurance

From	to	incl. of	weeks testing

Incorporated in this Policy is Questionnaire and Proposal No.
The following endorsements/extra endorsements are attached to and forming part of this Policy:

Endorsements:

Premium Rate:

Total Premium: Rs.

RSMDST: Rs.

Stamp duty: Rs.

VAT – 13%: Rs.

Total: Rs.
(Inclusive of extra premium for the above mentioned endorsements)

Bill No:

In Witness whereof the Undersigned being duly signed by the Company and on behalf of the Company has/have hereunto set his/their hand(s)

Executed at: Date: Signature:

[1] Limit of indemnity in respect of each and every loss or damage and/or series of losses arising out of any one event.

[2] Limit of indemnity in respect of any one accident or series of accidents arising out of one event

C. CONTRACTORS' PLANT AND MACHINERY INSURANCE POLICY

WHEREAS the Insured named in the Schedule hereto has made to the **……** (hereinafter called "the Company") a written proposal by completing a Questionnaire which together with any other statements made in writing by the Insured for the purpose of this policy is deemed to be incorporated herein,

Now this Policy of Insurance witnesses that subject to 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 hereby agree with the Insured that if at any time during the period of insurance stated in the Schedule or during any subsequent period for which the Insured pays and the Company may accept the premium for the renewal of this Policy, the items (or any part thereof) entered in the Schedule, whilst at the location or in the geographical area mentioned therein, suffer any unforeseen and sudden physical loss or damage from any cause not specifically excluded in a manner necessitating repair or replacement,
The Company will indemnify the Insured in respect of such loss or damage as hereinafter provided by payment in cash, replacement or repair (at their own option) up to an amount not exceeding in any one year of insurance in respect of each of the items specified in the Schedule the sum set opposite thereto and not exceeding in all the total sum expressed in the Schedule as insured hereby.
This Policy shall apply whether the insured items are at work or at rest, or being dismantled for the purpose of cleaning or overhauling, or in the course of the aforesaid operations themselves, or in the course of sub-sequent re-erection, but in any case, only after successful commissioning.

EXCLUSIONS

The Company shall not be liable for

a. the deductible stated in the Schedule to be borne by the Insured in any one occurrence; if more than one item is lost or damaged in one occurrence, the Insured shall not, however, be called upon to bear more than the highest single deductible applicable to such items;

b. loss or damage due to electrical or mechanical breakdown, failure, breakage or derangement, freezing of coolant or other fluid, defective lubrication or lack of oil or coolant, but if as a consequence of such breakdown or derangement an acci-dent occurs causing external damage, such consequential damage shall be indemnifiable.

c. loss of or damage to replaceable parts and attachments such as bits, drills, knives or other cutting edges, saw blades, dies, moulds, patterns, pulverizing and crushing surfaces, screens and sieves, ropes, belts, chains, elevator and conveyor bands, batteries, tyres, connecting wires and cables, flexible pipes, jointing and packing material regularly replaced;

d. loss or damage due to explosion of any boiler or pressure vessel sub-ject to internal steam or fluid pressure or of any internal combustion engine;

e. loss of or damage to vehicles designed and licensed for general road use unless these vehicles are exclusively used on construction sites;

f. loss of or damage to waterborne vessels or craft;

g. loss or damage due to total or partial immersion in tidal waters;

h. loss or damage whilst in transit unless otherwise agreed by endorse-ment;

i. loss or damage as a direct con-sequence of the continual influence of operation (eg wear and tear, corrosion, rust, deterioration due to lack of use and normal atmospheric conditions);

j. loss or damage occurring whilst any insured item is undergoing a test of any kind or is being used in any manner or for any purpose other than that for which it was designed;

k. loss of or damage to plant and/or machinery working underground unless otherwise agreed by endorsement;

l. loss or damage directly or in-directly caused by, or arising out of, or aggravated by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny, riot, strike, lock-out, civil commotion, military or usurped power, a group of malicious persons or per-sons acting on behalf of or in con-nection with any political organi-zation, conspiracy, confiscation, commandeering, requisition or destruction or damage by order of any government de jure or de facto or by any public authority;

m. loss or damage directly or in-directly caused by, or arising out of, or aggravated by nuclear reaction, nuclear radiation or radioactive contamination;

n. loss or damage due to any faults or defects existing at the time of commencement of this Policy within the knowledge of the Insured or his representatives, whether such faults or defects were known to the Company or not;

o. loss or damage directly or in-directly caused by, or arising out of, or aggravated by the wilful act or wilful negligence of the Insured or his representatives;

p. loss or damage for which the supplier or manufacturer is responsible either by law or under contract;

q. consequential loss or liability of any kind or description;

r. loss or damage discovered only at the time of taking an inventory or during routine servicing.

In any action, suit or other proceeding where the Company allege that by reason of the provisions of exclusions l-p above any loss, destruction or damage is not covered by this Policy, the onus of proving that such loss, destruction or damage is covered shall be upon the Insured.

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 statements 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 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. Any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule 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 or damage and comply with statutory require-ments 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 electronic mail 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. No material alteration shall be made or admitted by the Insured whereby the risk is increased, unless the continuance of the insurance is 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 electronic mail as well as in writing, giving an indication as to the nature and extent of the loss or damage;

b. take all reasonable 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 of the Company;

d. furnish all such information and documentary evidence as the Company may require;

e. inform the police authorities in the case of loss or damage due to theft or burglary.

The Company shall on no account be liable for loss or damage of which no notice has been received by the In-surers within 14 days of its occurrence. Upon notification being given to the Company under this condition, the Insured may carry out repairs of any minor damage or replace items which have sustained any minor damage; 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 adequate under the circumstances, the Insured shall be entitled to proceed with the repairs or replacement. Nothing contained herein shall prevent the Insured from taking such steps as are absolutely necessary for the upkeep of operations at the respective construction site.
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 right or remedies, or of obtaining relief or indemnity from parties (other than those insured under this Policy) to which the Company are or would become entitled or which is or would be subrogated to them upon their paying for or making good any loss or damage under this Policy, whether such acts and things are or become necessary or required before or after the Insured's indemnification by the Company.

7. If any dispute or difference shall arise on claim under this policy, the same shall be resolved in accordance with the provisions of the Insurance Act, 2079 of Nepal as amended from time to time and for the time being in force.
8. If a claim is in any respect fraudulent, of 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 herein, within three months after the Arbitrator or Arbitrators or Umpire have made their award, all benefit under this Policy shall be forfeited.

9. This Policy may be terminated at the request of the Insured at any time, in which case the Company will retain the customary short-period rate for the time this Policy has been in force. This Policy may equally be terminated at the option of the Company by seven days' notice to that effect being given to the Insured, in which case the Company will be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of cancellation less any reasonable inspection charges the Company may have incurred.
10. If at the time any claim arises under this Policy there is any other insurance covering the same loss or damage, the Company shall not be liable to pay or contribute more than their rateable proportion of any claim for such loss or damage.

PROVISIONS

Memo 1- Sum Insured

It shall be a requirement of this Policy that the sum insured is equal to the cost of replacement of the insured items by new items of the same kind and capacity, which means their cost of replacement including, eg, freight, customs duties and dues, if any, and cost of erection.

If the sum insured is less than the amount required to be insured, the Company shall pay only in such proportion as the sum insured bears to the amount required to be insured. Every item if more than one shall be subject to this condition separately.

Memo 2- Basis of Loss Settlement

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

a. In cases where damage to an insured item can be repaired - the Company shall pay expenses necessarily incurred to restore the damaged item to its former state of serviceability plus the cost of dismantling and re-erection incurred for the purpose of effecting the repairs as well as ordinary freight to and from a repair shop, customs duties and dues, if any, to the extent such expenses have been included in the sum insured. If the repairs are executed at a workshop owned by the Insured, the Company shall pay the cost of materials and wages incurred for the purpose of the repairs plus a reasonable percentage to cover overhead charges.

No deduction shall be made for depreciation in respect of parts replaced, but the value of any salvage shall be taken into account.
If the cost of repairs as detailed hereinabove equals or exceeds the actual value of the insured item immediately before the occurrence of the damage, the item shall be regarded as destroyed and settlement shall be made on the basis provided for in b below.

b. In cases where an insured item is destroyed - the Company shall pay the actual value of the item immediately before the occurrence of the loss, including charges for ordinary freight, cost of erection, customs duties, if any, provided such expenses have been included in the sum insured, such actual value to be calculated by deducting proper depreciation from the replacement value of the item. The value of any salvage shall be taken into account.
Any extra charges incurred for overtime, night work, work on public holidays, and express freight shall be covered by this Policy only if especially agreed in writing.
The cost of any alterations, additions, improvements or overhauls shall not be recoverable under this Policy.
The cost of any provisional repairs shall be borne by the Company if such repairs constitute part of the final repairs and do not increase the total cost of repair.
The amount payable by the Company according to the above-mentioned provisions shall be reduced by the deductible stated in the Schedule.
The Company 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.

Schedule

Policy No: .....

Name and address of Insured

Incorporated in this Policy is (are) Questionnaire(s) and Proposal(s) No(s)

The following endorsements are attached to and form part of this Policy:

Location or geographical area where this cover attaches

Period of insurance
from to

Annual premium
(inclusive of extra premiums for the above mentioned endorsements)

Specification of Insured Items

Item No	Qty	Description of items (type, manufacturer, capacity)	Year of manufacture	Deductible	Sum Insured
				Total Sum Insured	

In witness whereof the Undersigned being duly authorized by the Company and on behalf of the Company has(have) hereunto set his (their) hand(s)

this day of

signature

D. MACHINERY INSURANCE POLICY

WHEREAS the Insured named in the Schedule hereto has made to the **……** (hereinafter called "the Company") a written proposal by completing a Questionnaire which together with any other statements made in writing by the Insured for the purpose of this policy is deemed to be incorporated herein,

Now this Policy of Insurance witnesses that subject to 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 hereby agree with the Insured that if at any time during the period of insurance stated in the Schedule or during any subsequent period for which the Insured pays and the company may accept the premium for the renewal of this Policy, the items (or any part thereof) entered in the Schedule, whilst on the premises mentioned therein, suffer any unforeseen and sudden physical loss or damage from causes such as defects in casting and material, faulty design, faults at workshop or in erection, bad workmanship, lack of skill, carelessness, shortage of water in boilers, physical explosion, tearing apart on account of centrifugal force, short circuit, storm, or from any other cause not specifically excluded hereinafter, in a manner necessitating repair or replacement,

The Company will indemnify the Insured in respect of such loss or damage, as hereinafter provided, by payment in cash, replacement or repair (at the Company' option) up to an amount not exceeding in any one year of insurance in respect of each of the items specified in the Schedule the sum set opposite thereto and not exceeding in all the total sum expressed in the Schedule as insured hereby.
This Policy shall apply to the insured items after successful completion of their performance acceptance tests whether they are at work or at rest, or being dismantled for the purpose of cleaning or overhauling, or in the course of aforesaid operations themselves, or when being shifted within the premises, or during subsequent re-erection.

EXCLUSIONS

The Company shall not be liable for:

1. the deductible stated in the Schedule to be borne by the Insured in any one occurrence; if more than one item is lost or damaged in one occurrence, the Insured shall not, however, be called upon to bear more than the highest single deductible applicable to such items;

2. loss of or damage to exchangeable tools, eg dies, moulds, engraved cylinders, parts which by their use and/or nature suffer a high rate of wear or depreciation, eg. refractory linings, crushing hammers, objects made of glass, belts, ropes, wires, rubber tyres, operating media, eg. lubricants, fuels, catalysts;

3. loss or damage due to fire, direct lightning, chemical explosion (except flue gas explosions in boilers), extinguishing of a fire or subsequent demolition, aircraft or other aerial devices or articles dropped therefrom, theft, burglary or attempts thereat, collapse of buildings, flood, inundation, earthquake, subsidence, landslide, avalanche, hurricane, cyclone, volcanic eruption or similar natural catastrophes;

4. loss or damage for which a supplier, contractor or repairer is responsible either by law or under contract;

5. loss or damage caused by any faults or defects existing at the time of commencement of this Policy within the knowledge of the Insured or his representatives, whether such faults or defects were known to the Company or not;

6. loss or damage arising out of the willful act or gross negligence of the Insured or his representatives;

7. any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny, riot, strike, lock-out, civil commotion, military or usurped power, acts of a group of malicious persons or persons acting on behalf of or in connection with any political organization, conspiracy, confiscation, commandeering, requisition or destruction of or damage to property by order of any government de jure or de facto by any public authority;

8. any consequence of nuclear reaction, nuclear radiation or radioactive contamination;

9. loss or damage as a direct consequence of the continual influence of operation (eg. wear and tear, cavitation, erosion, corrosion, rust, boiler scale);

10. consequential loss or liability of any kind or description, any payments over and above the indemnity for material damage as provided herein.

In any action, suit or other proceeding where the Company allege that, by reason of the provision of Exclusion 7 above, any loss or damage is not covered by this Policy, the burden of proving that such loss or damage is covered shall be upon the Insured.

PROVISIONS

Memo 1- Sum Insured

It shall be a requirement of this Policy that the sum insured is equal to the cost of replacement of the insured machinery by new machinery of the same kind and capacity, which means its cost of replacement including, eg. freight, **dues** and customs duties, if any, and cost of erection.

If the sum insured is less than the amount required to be insured, the Company shall pay only in such proportion as the sum insured bears to the amount required to be insured. Every item if more than one shall be subject to this condition separately.

Memo 2- Basis of Indemnity

a. In cases where damage to an insured item can be repaired the Company shall pay expenses necessarily incurred to restore the damaged machine to its former state of serviceability plus the cost of dismantling and re-erection incurred for the purpose of effecting the repairs as well as ordinary freight to and from a repair shop, customs duties and **dues**, if any, to the extent such expenses have been included in the sum insured.

If the repairs are executed at a workshop owned by the Insured, the Company shall pay the cost of materials and wages incurred for the purpose of the repairs plus a reasonable percentage to cover overhead charges.
No deduction shall be made for depreciation in respect of parts replaced, but the value of any salvage shall be taken into account.

If the cost of repairs as detailed hereinabove equals or exceeds the actual value of the machinery insured immediately before the occurrence of the damage, the item shall be regarded as destroyed and settlement shall be made on the basis provided for in b below.

b. In cases where an insured item is destroyed - the Company shall pay the actual value of the item immediately before the occurrence of the loss, including charges for ordinary freight, cost of erection and customs duties, if any, provided such expenses have been included in the sum insured, such actual value to be calculated by deducting proper depreciation from the replacement value of the item. The Company shall also pay any normal charges for the dismounting of the machinery destroyed, but the salvage shall be taken into account.

Any extra charges incurred for overtime, night work, work on public holidays, and express freight shall be covered by this Policy only if especially agreed in writing.

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

The cost of any provisional repairs shall be borne by the Company if such repairs constitute part of the final repairs and do not increase the total cost of repair.

The Company 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.

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 statements 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 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. Any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule 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 or damage and comply with statutory requirements and manufacturer's 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 either by electronic mail or by telephone confirmed 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 to ensure safe operation of the insured items, and the scope of cover and/or premium shall, if necessary, be adjusted accordingly. No material alteration shall be made or admitted by the Insured whereby the risk is increased, unless the continuance of the insurance is 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 either by electronic mail or by telephone confirmed in writing, giving an indication as to the nature and extent of the loss or damage;

b. take all reasonable 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 of the Company;

d. furnish all such information and documentary evidence as the Company may require.

The Company shall on no account be liable for loss or damage 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 repairs of any minor damage or replace items which have sustained any minor damage; 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 adequate under the circumstances, the Insured shall be entitled to proceed with the repairs or replacement.
The liability of the Company under this Policy in respect of any insured item shall cease if said item is kept in operation after a claim without being repaired to the satisfaction of the Company, or if temporary repairs are carried out without the Company' consent.

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 are or would become entitled or which is or would be subrogated to them upon their paying for or making good any loss or damage under this Policy, whether such acts and things are or become necessary or required before or after the Insured's indemnification by the Company.

7. If any dispute or difference shall arise on claim under this policy, the same shall be resolved in accordance with the provisions of the Insurance Act, 2079 of Nepal as amended from time to time and for the time being in force.

8. The Company shall be entitled to withhold indemnification
a. if there are doubts regarding the Insured's right to receive the indemnity, pending receipt by the Company of the necessary proof;
b. if in connection with the claim an examination by the police or an inquiry under criminal law has been instituted against the Insured, pending completion of such examination or inquiry.

9. If a claim is in any respect fraudulent, of 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 herein, within three months after the Arbitrator or Arbitrators or Umpire have made their award, all benefit under this Policy shall be forfeited.

10. If at the time any claim arises under this Policy there is any other insurance covering the same loss or damage, the Company shall not be liable to pay or contribute more than their rateable proportion of any claim for such loss or damage.

11.This Policy may be terminated at the request of the Insured at any time, in which case the Company will retain the customary short-period rate for the time this Policy has been in force. This insurance may also at any time be terminated at the option of the Company, on 15 days' notice to that effect being given to the Insured, on grounds of mis-representation, fraud, non-disclosure of material facts or non-cooperation of the insured, in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation.

E. ELECTRONIC EQUIPMENT INSURANCE POLICY

WHEREAS the Insured named in the Schedule hereto has made to the **……** (hereinafter called "the Company") a written proposal by completing a Questionnaire which together with any other statements made in writing by the Insured for the purpose of this policy is deemed to be incorporated herein,

Now this Policy of Insurance witnesses that subject to 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 insurer will indemnify the Insured in the manner and to the extent hereinafter provided.

This Policy applies whether the insured items are at work or at rest, or being dismantled for the purpose of cleaning or overhauling, or of being shifted within the premises, or in the course of aforesaid operations themselves, or during subsequent re-erection, but in any case only after successful commissioning.

GENERAL EXCLUSIONS

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

a. war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny, riot, strike, lock-out, civil commotion, military or usurped power, a group of malicious persons or persons acting on behalf of or in connection with any political organization, conspiracy, confiscation, commandeering, requisition or destruction or damage by order of any government de jure or de facto or by any public authority;

b. nuclear reaction, nuclear radiation or radioactive contamination;

c. wilful act or wilful negligence of the Insured or his representatives.

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

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 statements 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 or damage and comply with statutory require-ments 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 electronic mail 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 to ensure safe operation of the insured items, and the scope of cover and/or premium shall, if necessary, be adjusted accordingly.

No material alteration shall be made or admitted by the Insured whereby the risk is increased, unless the continuance of the insurance is 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 electronic mail as well as in writing, giving an indication as to the nature and extent of the loss or damage;

b. take all reasonable 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 of the Company;

d. furnish all such information and documentary evidence as the Company may require;

e. inform the police authorities in the case of loss or damage due to theft or burglary.

The Company shall on no account be liable for loss or damage 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 repairs of or make good any minor damage; 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 adequate under the circumstances, the Insured shall be entitled to proceed with the repairs or replacement.
The liability of the Company under this Policy in respect of any insured item shall cease if said item is Kept in operation after a claim without being repaired to the satisfaction of the Company, or if temporary repairs are carried without the Companys' consent.

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 right or remedies, or of obtaining relief or indemnity from parties (other than those insured under this Policy) to which the Company are or would become entitled or which is or would be subrogated to them upon their paying for or making good any loss or damage under this Policy, whether such acts and things are or become necessary or required before or after the Insured's indemnification by the Company.

7. If any dispute or difference shall arise on claim under this policy, the same shall be resolved in accordance with the provisions of the Insurance Act, 2079 of Nepal as amended from time to time and for the time being in force.

8. If a claim is in any respect fraudulent, of 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 herein, 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 is any other insurance covering the same loss or damage, the Company shall not be liable to pay or contribute more than their rateable proportion of any claim for such loss or damage.

10. This Policy may be terminated at the request of the Insured at any time, in which case the Company will retain the customary short-period rate for the time this Policy has been in force. This Policy may equally be terminated at the option of the Company by seven days' notice to that effect being given to the Insured, in which case the Company will be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of cancellation less any reasonable inspection charges the Company may have incurred and less any long-term discount on premiums granted.

11. Under an insurance for a third party's account the Beneficiary shall be entitled to exercise, in his own name, the rights of the Insured. Without obtaining the Insured's approval, the Beneficiary shall further have the right to receive any indemnity paid under this Policy and to transfer the Insured's right even if the Beneficiary is not in possession of this Policy. Upon payment of an indemnity the Company may require evidence of the Beneficiary having given his consent to the insurance and of the Insured having given his consent to the receipt of an indemnity by the Beneficiary.

12. The indemnity shall be payable one month after determination by the Company of the full amount due. Notwithstanding the above, the Insured may, one month after the Company have been duly notified of the loss and have acknowledged their liability, claim as an instalment the minimum amount payable under the prevailing circumstances. The running of the periods shall be suspended for the time during which the indemnity is unascertainable or not payable due to reasons within the Insured's control. The Company shall be entitled to withhold indemnification
a) if there are doubts regarding the Insured's right to receive the indemnity, pending receipt by the Company of the necessary proof;
b) if in connection with the claim an examination by the police or an inquiry under criminal law has been instituted against the Insured, pending completion of such examination or inquiry.

SECTION 1 - Material Damage

Scope of cover

The Insurers hereby agree with the Insured that if any time during the period of insurance stated in the schedule or during any subsequent period for which the Insured pays and the Insures may accept the premium for the renewal of this Policy, the items or any part thereof entered in the Schedule suffer any unforeseen and sudden physical loss or damage from any cause other than those specifically excluded, in a manner necessitating repair or replacement, the Insurers will indemnify the Insured in respect of such loss or damage, as hereinafter provided, by payment in cash, replacement or repair (at the Insurers' option) up to an amount not exceeding in any one year of insurance in respect of each of the items specified in the schedule the sum set opposite thereto and not exceeding in all the total sum expressed in the schedule as insured hereby.

Special Exclusions to Section 1

The Insurers shall not, however, be liable for
a) the deductible stated in the schedule to be borne by the Insured in any one occurrence; if more than one item is lost or damaged in one occurrence, the Insured shall not, however, be called upon to bear more than the highest single deductible applicable to such items;

b) loss or damage directly or indirectly caused by or arising out of earthquake, volcanic eruption, tsunami, hurricane, cyclone or typhoon;

c) loss or damage directly or indirectly caused by theft;

d) loss or damage caused by any faults or defects existing at the time of commencement of this Policy within the knowledge of the Insured or his representatives, whether such faults or defects were known to the Insurers or not;

e) loss or damage directly or indirectly caused by the failure or interruption of any gas, water or electricity service or supply;

f) loss or damage as a direct consequence of the continual influence of operation (eg. wear and tear, cavitation, erosion, corrosion, incrustation)

or of gradual deterioration due to atmospheric conditions;

g) any costs incurred in connection with the elimination of functional failures, unless such failures were caused by an indemnifiable loss of or damage to the insured items;

h) any costs incurred in connection with the maintenance of the insured items, such exclusion also applying to parts exchanged in the course of such maintenance operations;

i) loss or damage for which the manufacturer or supplier of the insured items is responsible either by law or under contract;

j) loss of or damage to rented or hired equipment for which the owner is responsible either by law or under a lease and/or maintenance agreement;

k) consequential loss or liability of any kind or description;

l) loss of or damage to bulbs, valves, tubes, ribbons, fuses, seals, belts, wires, chains, rubber tyres, exchangeable tools, engraved cylinders, objects made of glass, porcelain or ceramics, sieves or fabrics, or any operating media (eg. lubrication oil, fuel, chemicals);

m) aesthetic defects, such as scratches on painted, polished or enamelled surfaces.

In respect of the parts mentioned under 1) and m) above, the Insurers shall be liable to provide compensation in the event that such parts are affected by an indemnifiable loss of or damage to the insured items.

Provisions Applying to Section 1

Memo 1 - Sum Insured

It shall be a requirement of this insurance that the sum insured is equal to the cost of replacement of the Insured items by new items of the same kind and capacity, which means their replacement costs including, eg freight, customs duties and dues, if any, and erection costs. If the sum insured is less than the amount required to be insured, the insurers shall pay only in such proportion as the sum insured bears to the amount required to be insured. Every item if more than one shall be subject to this condition separately.

Memo 2 - Basis of Indemnity

a). In case where damage to an insured item can be repaired, the Insurers shall pay expenses necessarily incurred to restore the damaged item to its former state of serviceability plus the cost of dismantling and re-erection incurred for the purpose of effecting the repairs as well as ordinary freight to and from a repair shop, customs duties and dues, if any, to the extent such expenses have been included in the sum insured.

If the repairs are executed at a workshop owned by the Insured, the Insurers shall pay the cost of materials and wages incurred for the purpose of the repairs plus a reasonable percentage to cover overhead charges.

No deduction shall be made for depreciation in respect of parts replaced, but the value of any salvage shall be taken into account.
If the costs of repairs as detailed hereinabove equal or exceed the actual value of the insured items immediately before the occurrence of the damage, the settlement shall be made on the basis provided for in b) below.

b) In cases where an insured item is destroyed, the Insurers shall pay the actual value of the item immediately before the occurrence of the loss, including costs for ordinary freight, erection, customs duties and dues, if any, to the extent such expenses have been included in the sum insured, such actual value to be calculated by deducting proper depreciation from the replacement value of the item. The Insurers shall also pay any normal charges for the dismantling of the item destroyed, but the value of any salvage shall be taken into account. The destroyed item shall no longer be covered under this Policy, and all necessary data on the relevant substitute item shall be indicated for its inclusion in the schedule.

(The Insurers may agree - by application of the relevant endorsement -to extend this insurance to cover reimbursement of the full replaceent value.)

As from the date of an indemnifiable occurrence the sum insured shall be reduced for the remaining period of insurance by the amount of indemnity paid, unless the sum insured is reinstated.

Any extra charges incurred for overtime, night work, work on public holidays or express freight shall be covered by this insurance only if especially agreed in writing.

The costs of any alterations, additions, improvements or overhauls shall not be recoverable under this Policy.

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 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.

SECTION 2 - External Data Media

Scope of cover

The Company hereby agree with the Insured that if the external data media entered in the schedule inclusive of the information stored thereon, which can be directly processed in EDP systems, suffer any material damage indemnifiable under Section 1 of this Policy, the Company will

indemnify the Insured, as hereinafter provided, in respect of such loss or damage up to an amount not exceeding in any one year of insurance in respect of each of the data media specified in the schedule the sum set opposite thereto and not exceeding in all the total sum insured hereby, provided always that such loss or damage occurs during the period for which the Insured pays and the Company may accept the premium for the renewal of this Policy. This cover applies while the insured data media are kept on the premises.

Special Exclusions to Section 2

The Company shall not, however, be liable for

a) the deductible stated in the schedule to be borne by the Insured in any one occurrence

b) any costs arising from false programming, punching, labelling or inserting, inadvertent cancelling of information or discarding of data media, and from loss of information caused by magnetic fields;

c) consequential loss of any kind or description whatsoever

Provisions Applying to Section 2

Memo 1- Sum Insured

It shall be a requirement of this insurance that the sum insured is the amount required for restoring the insured external data media by replacing lost or damaged data media by new material and reproducing lost information.

Memo 2- Basis of Indemnity

The Company shall indemnify any expenses that can be proved to have been incurred by the Insured within a period of 12 months as from the date of the occurrence strictly for the purpose of restoring the insured external data media to a condition equivalent to that existing prior to the occurrence and necessary for permitting data processing operations to be continued in the normal manner.

If it is not necessary to reproduce lost data or information, or if such reproduction is not effected within 12 months after the occurrence, the Company shall only be liable to indemnify the expenses incurred for replacing the lost or damaged data media themselves by new material.

As from the date of an indemnifiable occurrence the sum insured shall be reduced for the remaining period of insurance by the amount of indemnity paid, unless the sum insured is reinstated.

SECTION 3 - Increased Cost of Working

Scope of cover

The Company hereby agree with the Insured that if material damage indemnifiable under Section 1 of this Policy gives rise to a total or partial interruption of operation of the EDP equipment entered in the schedule, the Company will indemnify the Insured, as hereinafter provided, for any additional expenditure incurred for the use of substitute EDP equipment not covered under this policy up to an amount not exceeding the agreed indemnification per day and not exceeding in all the sum insured in any one year of insurance, provided always that such interruption occurs during the period of Insurance stated in the schedule or during any subsequent period for which the Insured pays and the Company may accept the premium for the renewal of this Policy.

Special Exclusions to Section 3

The Company shall not, however, be liable for any additional expenditure incurred as a result of

a) restrictions imposed by public authorities concerning the reconstruction or operation of the EDP equipment insured;

b). the necessary funds not being available to the Insured in time for repairing or replacing damaged or destroyed equipment.

Provisions Applying to Section 3

Memo 1- Sum Insured

It shall be a requirement of this insurance that the sum insured stated in the schedule is the amount which the Insured would have to pay as additional expenditure for 12 months use of substitute EDP equipment of similar performance to the EDP equipment insured. The sum insured shall be based on the amounts agreed per day and per month as specified in the schedule.
The Company shall also reimburse the Insured for personnel expenses and costs for transportation of materials following upon any event giving rise to a claim under this section, provided separate sums therefor have been entered in the schedule.

Memo 2- Basis of Indemnity

In the event of failure of the EDP equipment insured the Company shall be liable for the additional expenditure that can be proved to have been incurred for the period during which the use of substitute EDP equipment is essential, but at the most for the indemnity period agreed.

The indemnity period shall commence as soon as the substitute equipment is put into use.

The Insured shall bear that proportion of each claim which corresponds to the time excess agreed.

If it is found following an interruption of the operation of the EDP equipment insured that the additional expenditure incurred during the period of interruption is higher than the proportionate share of the annual sum insured which is applicable to this period, the Company shall only be liable to indemnify the Insured in respect of that proportion of the agreed annual sum insured which is applicable to the period of interruption,

duly taking into account the indemnity period agreed.

Any saving in cost shall be taken into account when calculating the indemnity amount to be paid by the Company.

As from the date of an indemnifiable occurrence the sum insured shall be reduced for the remaining period of insurance by the amount of indemnity paid, unless the sum insured is reinstated.

Schedule

Policy No: .....

Name and address of Insured

Incorporated in this Policy is (are) Questionnaire(s) and Proposal(s) No(s)

The following endorsements are attached to and form part of this Policy:

Location or geographical area where this cover attaches

Period of insurance
from to

Annual premium
(inclusive of extra premiums for the above mentioned endorsements)

Specification of Insured Items

Item No	Qty	Description of items (type, manufacturer, capacity)	Year of manufacture	Deductible	Sum Insured
				Total Sum Insured	

In witness whereof the Undersigned being duly authorized by the Company and on behalf of the Company has(have) hereunto set his (their) hand(s)

this day of

signature

F. BOILER AND PRESSURE VESSEL INSURANCE POLICY

WHEREAS the Insured named in the Schedule hereto has made to the **……** (hereinafter called "the Company") a written proposal and has paid the premium stated in the Schedule as consideration for the indemnity hereinafter contained for the period of insurance stated in the Schedule;

Now it is hereby agreed that the Company will, during the period cov-ered by this Policy or any renewal thereof and subject to the exclusions, provisions, definitions and conditions contained herein or endorsed hereon, indemnify the Insured against

1. Damage (other than by fire) to any boiler or pressure vessel described in the Schedule hereto and to other property of the Insured,
2. Liability of the Insured at law for damage to property not belong-ing to the Insured,
3. Liability of the Insured at law on account of fatal or non-fatal injuries to any persons other than the Insured's own employees or workmen or members of the Insured's family,

caused by and solely due to explosion or collapse as hereinafter defined of any boiler or pressure vessel described in the Schedule whilst in the course of ordinary working;

Provided that the liability of the Company in respect of any one boiler or pressure vessel in any one year of insurance does not exceed the sum insured set opposite thereto in the Schedule and, in respect of damage to other property of the Insured and third party liability, the limit of indemnity so specified in the Schedule;

Provided also that in case of any claim against the Insured for damages as aforesaid the Company will in addition pay all costs and expenses recovered by any claimant against the Insured or incurred with the written consent of the Company in resisting such claim.

EXCLUSIONS

The Company shall not be liable for

1. Defects due to the wearing away or the wasting of the materials of a boiler or a pressure vessel, whether by leakage, corrosion or by the action of the fuel or otherwise, the grooving or the fracturing of any of the parts of a boiler or a pressure vessel, or for deterioration generally, or for the development of cracks, blisters, laminations and other flaws, or for fractures, failure of joints, or for bulging and de-formation due to overheating of tubes (unless such defects, fractures, failures or bulging result in explosion or collapse), or for the cracking of sections of cast-iron heating boilers or other vessels constructed of cast-iron;

2. The failure of individual tubes in boilers of the water tube, locomotive or other multitubular types, in superheaters or in economizers (unless such defects result in explosion or collapse);

3. Damage to property belonging to the Insured or held by him in trust or on commission for which he is responsible, caused by fire arising from explosion or collapse or any other cause whatsoever, or damage to the plant resulting from any extraneous cause;

4. Damage and/or liability caused by the wilful act or wilful neglect of the Insured;

5. Loss sustained by stoppage of work;

6. Loss or damage which either in origin or extent is directly or in-directly, proximately or remotely occasioned or contributed to by any of the following, namely:

a) typhoon, hurricane, volcanic eruption, earthquake or other convulsion of nature,

b) loss or damage directly or indirectly caused by or arising out of war, invasion, act of foreign enemy, hostilities (whether war be de-clared or not), civil war, rebellion, revolution, insurrection, mutiny, riot, strike, lock-out, civil commotion, military or usurped power, a group of malicious persons or persons acting on behalf of or in con-nection with any political organization, conspiracy, confiscation, commandeering, requisition or destruction of or damage to property by order of any government de jure or de facto or by any public authority, nuclear reaction, nuclear radiation or radioactive contam-ination,

c) any tests other than tests at a pressure not exceeding the maximum pressure permitted by the inspecting authority.

DEFINATIONS
CONDITIONS

DEFINATIONS

The following terms, when used in this Policy, shall have the under-mentioned meanings:

1. "Boiler" shall mean any fired closed container or a combined con-tainer piping system in which steam is generated under pressure. When used in the Schedule, the term "boiler" shall include fittings, built-in superheaters and economizers but shall not include steam or feed-water piping or separate economizers, the explosion of such items being covered by this Policy only if specifically listed in the Schedule.

2. "Vessel" shall mean any unfired closed container under steam or air pressure.

3. "Explosion" shall mean the sudden and violent rending or tearing apart of the structure of a boiler or vessel, or any part or parts thereof by force of internal steam, air or fluid pressure, causing bodily dis-placement of said structure accompanied by the forcible ejection of its contents.

Flue Gas Explosion: "Explosion" shall also mean any damage to the structure of a boiler by force of the sudden and accidental combus-tion or explosion of ignited furnace or flue gases.

4. "Collapse" shall mean the sudden and dangerous distortion of any part of a boiler or vessel caused by the crushing stress of external steam or fluid pressure, whether attended by rupture or not; it shall not mean any slowly developing deformation due to any cause.

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 statements and answers in the proposal made by the Insured shall be a condition precedent to any liability of the Company.

2. 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 shall comply with manufacturers' recommendations.

3. a) Representatives of the Company shall at any reasonable time have the right to inspect and examine any property insured hereunder and the Insured shall provide the representatives of the Company with all details and information necessary for the assessment of the risk, e.g. the inspection reports issued by the inspectors authorized by the appropriate authorities.

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. This shall also apply if fuel is to be used other than that for which the boiler was designed or which was used at the time the insurance was effected. Non-compliance with this condition shall result in suspension of this Policy in respect of the item or items where the change in risk has occurred.

4. 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 the 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 of the Company;

d) furnish all such information and documentary evidence as the Company may require.

The Company may at their own option repair or replace what is dam-aged or pay in cash for the loss or damage.

The Company shall not be liable for the cost of any repairs undertaken by the Insured without the Company' written permission.

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

has been received by the Company within 14 days of its occurrence.

Upon notification of a claim being given to the Company, the Insured may carry out repairs of any minor damage or replace items which have sustained any minor damage, but in all other cases a representa-tive of the Company shall have the opportunity of inspecting the dam-age before any alternations are effected. If an inspection by a repre-sentative of the Company does not take place within a period of 14 days from the date of the notification of the claim, the Insured shall be entitled to proceed with the repairs or replacement. Nothing con-tained herein shall prevent the Insured from taking such steps as are absolutely necessary to maintain the operation of the plant.

The liability of the Company under this Policy in respect of any item of property sustaining damage, for which indemnity is provided, shall cease if the said item continues in operation without being re-paired to the satisfaction of the Company.

5. 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 neces-sary or required by the Company in the interest of any rights or reme-dies, or of obtaining relief or indemnity from parties (other than those insured under this Policy) to which the Company are or would become entitled or which is or would be subrogated to them upon their paying for or making good any loss or damage under this Po-licy, whether such acts and things are or become necessary or re-quired before or after the Insured's indemnification by the Company.

6. 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 are entitled if they so desire to take over and con-duct in the name of the Insured the defence or settlement of any claim for indemnity or damage or otherwise and who have full dis-cretion in the conduct of any proceedings or in the settlement of any claim, and the Insured shall give all such information and assistance as the Company may require.

7. This Policy may be terminated at the request of the Insured at any time, in which case the Company will retain that part of the premium paid corresponding to the customary short-period rate for the time this Policy has been in force. This Policy may also at any time be termi-nated at the option of the Company by seven days' notice to that effect being given to the Insured, in which case the Company will be liable to repay on demand a rateable proportion of the premium for the unex-pired term from the date of cancellation less any reasonable inspection charges the

Company may have incurred.

8. If any dispute or difference shall arise on claim under this policy, the same shall be resolved in accordance with the provisions of the Insurance Act, 2079 of Nepal as amended from time to time and for the time being in force.

9. 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 the case of arbitration taking place as provided for herein, within three months after the arbitrators or umpire have made their award, all benefit under this Policy shall be forfeited.

10. Whenever a claim arises under this Policy and the same loss, dam-age or liability is covered by any other insurance, the Company shall not be liable to pay or contribute more than their rateable proportion of any claim for such loss, damage or liability. The Insured shall be obliged to inform the Company of any other insurance covering the same insured property.

PROVISIONS

Memo 1- Sum Insured

It shall be a requirement of this Policy that the sum insured for each boiler and pressure vessel is equal to the cost of replacement by a new item of the same kind and capacity, which means its cost of replacement including, e.g., freight, dues and custom duties, if any, and cost of erection. If the sum insured is less than the amount re-quired to be insured, the Company shall pay only in such proportion as the sum insured bears to the amount required to be insured. Every item if more than one shall be subject to this condition separately.

Memo 2- Basis of Loss Settlement

a) In cases where damage to an item can be repaired the Company shall pay expenses necessarily incurred to restore the damaged machine to its former state of serviceability plus the cost of dismantling and reerection incurred for the purpose of effecting the repairs, as well as ordinary freight to and from a repair shop, customs duties and dues, if any, but, for the boiler and pressure vessels listed in the Schedule, only to the extent such expenses have been included in the sum insured. If the repairs are executed at a workshop owned by the Insured, the Company shall pay the cost of materials and wages in-curred for the purpose of the repairs plus a reasonable percentage to cover overhead charges.
No deduction shall be made for depreciation in respect of parts re-placed, but the value of any salvage shall be taken into account. If the cost of repairs as detailed hereinabove equals or exceeds the actual value of the item immediately before the occurrence of the damage, the settlement shall be made on the basis provided for in b) below.
b) In cases where an insured item is destroyed the Company shall pay the actual value of the item immediately before the occurrence of the loss, including charges for ordinary freight, cost of erection and customs duties, if any, but, for the boiler and pressure vessels listed in the Schedule, only provided such expenses have been in-cluded in the sum insured, such actual value to be calculated by de-ducting proper depreciation from the replacement value of the item. The Company shall also pay any normal charges for the dis-mounting of the items destroyed, but the salvage shall be taken into account.
Any extra charges incurred for overtime, night work, work on public holidays, and express freight shall be covered by this Policy only if especially agreed in writing.

The cost of any alterations, additions, improvements or overhauls shall not be recoverable under this Policy. The cost of any provisional repairs shall be borne by the Company if such repairs constitute part of the final repairs and do not increase the total cost of repair. The Company 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.

Memo 3- Inspections

All the plant described in the Schedule shall be inspected within the statutory periods by inspectors authorized by the appropriate authorities.

Memo 4- Boiler Attendant

The said boilers shall only be operated by attendants holding a valid certificate of competency issued under the appropriate Boiler Act.

Memo 5- Operational Status

At the time of any explosion or collapse of any boiler or other appa-ratus insured hereunder the Insured shall be in possession of the un-qualified permission in writing of the competent inspecting authority to operate the said boiler or apparatus. If the maximum pressure or load upon the safety valve immediately prior to the explosion or collapse was in excess of that stipulated by the said authority, the In-sured shall not be entitled to any compensation or indemnity under this Policy in respect of such explosion or collapse.

Schedule

Policy No: .....

Name and address of Insured

Incorporated in this Policy is (are) Questionnaire(s) and Proposal(s) No(s)

The Premises

The following endorsements are attached to and form part of this Policy:

First Premium

Annual Premium
(inclusive of extra premiums for the above mentioned endorsements)

Period of insurance
from (noon) to (noon)

Renewal date

Specification of Insured Items

Item No	Machine Code	Description of items (type, manufacturer, capacity, etc.)	Year of manufacture	Sum Insured
			Total Sum Insured	
Limit of indemnity in respect of surrounding property of the Insured and property damage and bodily injury of third parties				
Total sum insured of boilers and pressuer vessels plus limit of indemnity				

In witness whereof the Undersigned being duly authorized by the Company and on behalf of the Company has(have) hereunto set his (their) hand(s)

Executed at Date Signature

अनुसूची -५

(दफा ४ को उपदफा (५) सँग सम्बन्धित)

अतिरिक्त जोखिम रक्षावरण (Add on Cover), शर्त (Conditions) तथा बन्देजहरु (Warranties)

I. Endorsements for Contractor's All Risk Insurance

A. Extension/Add on Clauses

1. RSMDST Clause

2. Cover for Cross Liability

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

- loss of or damage to items insured or insurable under Section I of the Policy, even if not recoverable due to an excess or any limit, - fatal or non-fatal injury or illness of employees or workmen who are or could have been insured under Workmen's Compensation and/or Employers' Liability insurance.

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

Extra Premium:

3. Extended Maintenance Cover / Defect Liability Period

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed extra premium, this insurance shall be extended for the maintenance period specified hereunder to cover loss of or damage to the contract works

- caused by the insured contractor(s) in the course of the operations carried out for the purpose of complying with the obligations under the maintenance provisions of the contract,
- occurring during the maintenance period provided such loss or dam-age was caused on the site during the construction period before the certificate of completion for the lost or damaged section was issued.

Maintenance cover: from to

Extra premium:

4. Cover of Extra Charges for Overtime, Night Work, Work on Public Holidays, Express Freight

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed extra premium, this insurance shall be extended to cover extra charges for overtime, night work, work on public holidays and express freight (excluding airfreight).

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

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

Limit of indemnity: **any one occurrence**

Extra premium:

5. Cover of Extra Charges for Airfreight

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

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

Provided further that the maximum amount payable under this Endorse-ment in respect of airfreight shall not exceed the amount stated below during the period of insurance.

Deductible:

minimum **any one occurrence**

Maximum amount payable:

Extra premium:

6. Cover for Existing Structures and/or Surrounding Property

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed extra premium, the cover under Section I shall be extended according to the following provisions to cover sudden and unforeseen physical loss of or damage to the structures stated below caused by or arising out of the construction or erection of the items insured under Section I, eg due to vibration, weakening or removal of support, lowering of ground water, underpinning, tunnel-ling or other operations involving supporting elements or the subsoil.

Loss of or damage to the structures stated below shall only be covered if prior to the commencement of the works their condition is found to be satisfactory and/or the necessary safety measures have been taken. The Insured shall produce together with the Insurers a report stating the condition of the structures before the beginning of the works.

The following shall be excluded:

1 loss or damage attributable to errors or omissions in the designing of the works;

2 loss or damage consisting in cracks that impair neither the stability of the structure nor the safety of its users.

Should further safety measures become necessary during construction, the expenses incurred for such measures shall not be indemnifiable under the Policy.

Structures for which this Endorsement is applicable:

Limit of indemnity: **any one occurrence**

Total limit of indemnity:

Deductible:

Minimum **any one occurrence**

Extra premium:

7. Inland Transit

It is agreed and understood that, otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed there-on and subject to the insured having paid the agreed extra premium, Section I of this insurance shall be extended to cover loss of or damage to the property insured whilst in transit to the contract site other than on waterways or by air within the territorial limits of pro-vided that the maximum amount payable under this Endorsement does not exceed per conveyance.

Total value of property:

Deductible:

Extra Premium:

8. Cover for Designer's Risk

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed extra premium, exclusion c under Special Exclusions to Section I of the Policy shall be deleted and exclusion d replaced by the following wording:

"The cost of replacement, repair or rectification of loss of or damage to items due to defective material and/or workmanship and/or faulty design, 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 and/or faulty design."

Extra premium:

9. Cover for Insured Contract Works Taken Over or Put into Service

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

- loss of or damage to parts of the insured contract works taken over or put into service if such loss or damage emanates from the construction of the items insured under Section I and happens during the period of cover.

Limit of indemnity (any one occurrence):

Total limit of indemnity:

Deductible:

Extra premium:

10. Principal's Existing Property or Property Belonging to or Held in Care, Custody or Control by the Insured

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed extra premium, Section I of this insurance shall be extended to cover loss of or damage to the Principal's existing property or property belonging to or held in care, custody or control by the Insured.

Insured property:

Sum insured:

The Insurers will only indemnify the Insured for loss of or damage to the insured property provided that prior to the commencement of construction its condition is sound and the necessary safety measures have been taken.

In respect of loss or damage caused by vibration or by the removal or weakening of support Insurers will only indemnify the Insured for loss or damage as a result of a total or partial collapse of the insured property, and not for superficial damage which neither impairs the stability of the insured property nor endangers its users.

The Insurers will not indemnify the Insured for

-loss or damage which is foreseeable having regard to the nature of the construction work or the manner of its execution,

- the costs of loss prevention or minimization measures which become necessary during the period of insurance.

Deductible:

Extra premium:

11. Vibration, Removal or Weakening of Support

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed extra premium, Section II of this insurance shall be extended to cover liability consequent upon loss or damage caused by vibration or by the removal or weakening of support.

Provided always that

-the Insurers will indemnify the Insured in respect of liability for loss or damage to any property or land or building only if such loss or damage results in the total or partial collapse;

-the Insurers will indemnify the Insured in respect of liability for loss or damage to any property or land or building only if prior to the commencement of construction its condition is sound and the necessary loss prevention measures have been taken;

-the Insured if required shall before commencement of construction and at his own expense prepare a report on the condition of any endangered property or land or building.

The Insurers will not indemnify the Insured in respect of liability for

-loss or damage which is foreseeable having regard to the nature of the construction work or the manner of its execution,

- superficial damage which neither impairs the stability of the property, land or buildings nor endangers their users,

-the costs of loss prevention or minimization measures which become necessary during the period of insurance.

Limit of indemnity (any one occurrence):

Total limit of indemnity:

Deductible:

Extra premium:

12. Special Insurance Cover: Plans, Documents and Data

This endorsement forms part of Section I

and is subject otherwise to the terms, provisions, conditions, limitations and exclusions contained in the Policy or endorsed thereon except for the following:

1. Indemnification

The Insurer shall indemnify the Insured up to the Limit of Indemnity as specified below in respect of the costs and expenses necessarily incurred to re-produce plans, drawings, contract and account documents and data lost or damaged but not in respect of the value of the information contained therein.

Limit of indemnity (any one occurrence):

Total limit of indemnity:

Deductible:

Extra premium:

13. Special Insurance Cover: Professional Fees

This endorsement forms part of Section I

and is subject otherwise to the terms, provisions, conditions, limitations and exclusions contained in the Policy or endorsed thereon except for the following:

1. Indemnification

1.1. the Insurer shall indemnify the Insured in respect of professional fees and related costs necessarily incurred to rectify loss of or damage to Property Insured but not for preparing claims.

1.2. The amount payable for such fees shall not exceed that authorized under the scales of the respective institutions or bodies regulating such charges or the Limit of Indemnity as specified below, whichever is the lower.

Limit of indemnity (any one occurrence):

Total limit of indemnity:

Deductible:

Extra premium:

14. Special Insurance Cover: Property Belonging to or Held in the Care, Custody or Control of the Insured

This endorsement forms part of Section I

and is subject otherwise to the terms, provisions, conditions, limitations and exclusions contained in the Policy or endorsed thereon except for the following:

1. Indemnification

The Insurer shall indemnify the Insured up to the Sum Insured specified below in respect of physical loss of or damage to property other than the Property Insured under Section I belonging to or held in the care, custody

or control of the Insured which the Insured could not reasonably have foreseen and which is caused by or arises out of the execution of the Insured Contract(s) as set forth in the Schedule and which is covered under Section 1.

2. Deductible

In respect of each and every Occurrence of loss or damage, the Insurer shall not be liable for the Deductible specified below.

Property Insured:

Sum Insured:

Limit of indemnity (any one occurrence):

Total limit of indemnity:

Deductible:

Extra premium:

15. Escalation Clause

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

It is also hereby declared and agreed that in the event of a claim the Insured would be considered as fully insured upto the Sum Insured inclusive of …….% increase as per selected escalation and underinsurance would apply only in the event of the cost of replacement / reconstruction of the affected equipment/property exceeding the original value as insured inclusive of selected 25% towards escalation.

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

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

Extra premium:

16. Additional Custom Duty Clause

It is hereby declared and agreed that the Insured shall also be indemnified during the currency of the policy, towards the additional customs duty, amount as specified in the policy schedule, which may be incurred by the Insured over and above the customs duty amount taken into account in arriving at the Sum Insured of the affected item.

The indemnity provided by this Memorandum shall not exceed the Sub Limit stated in the Risk Details for this item.

Limit of indemnity (any one occurrence):

Total limit of indemnity:

Deductible:

Extra premium:

17. Clearance of Debris (Internal and External)

Following loss or damage indemnifiable by this Section the Insurer shall additionally indemnify the Insured up to the amount or percentage specified in the Schedule in respect of the costs and expenses necessarily incurred to remove and dispose of debris, to dismantle, demolish, shore or prop up Property Insured.

Limit of indemnity (any one occurrence):

Total limit of indemnity:

Deductible:

Extra premium:

18. Cover for employer's personnel in policy

B. Conditions

1. Special Conditions Concerning the Construction and/or Erection Time Schedule

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the following shall apply to this insurance:

The construction and/or erection time schedule together with any other statements made in writing by the Insured for the purpose of obtaining cover under the Policy as well as technical information forwarded to the Insurers is deemed to be incorporated herein.

The Insurers shall not indemnify the Insured in respect of loss or damage caused by or arising out of or aggravated by deviations from the construction and/or erection time schedule exceeding the number of weeks stated below unless the Insurers had agreed in writing to such a deviation before the loss occurred.

Deviation from time schedule:

Weeks

2. Cover for Testing of Machinery and Installations

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the period of cover shall be extended to include a test operation or a test loading but not beyond four weeks from the date of commencement of the test.

If, however, a part of a plant or one or several machine(s) is (are) tested and/or put into operation or taken over, the cover for that particular part of the plant or machine(s) and any liability resulting therefrom ceases whereas the cover continues for the remaining parts to which the above does not apply.

It is further agreed and understood that for the machinery and installations undergoing a test, exclusions c and d of the Exclusions to Section I of the Policy are deleted and the following exclusion shall apply:

"loss or damage due to faulty design, defective material or casting, bad workmanship other than faults in erection;"

In the case of second-hand items, the insurance hereunder shall, how-ever, cease immediately on the commencement of the test.

3. Special Conditions Concerning Underground Cables, Pipes and Other Facilities

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers shall only indemnify the Insured in respect of loss of or damage to existing underground cables and/or pipes or other underground facilities if, prior to the commencement of works, the Insured has inquired with the relevant authorities about the exact position of such cables, pipes or other underground facilities and takes all necessary steps to avoid damage to same.

Claims in respect of loss of or damage to such underground facilities which are in the same position as shown on the underground maps (drawings indicating the position of the underground facilities) shall be payable after applying a deductible of 20% of the loss amount or the deductible stated under a below, whichever is the greater.

Claims in respect of loss of or damage to underground facilities incorrectly shown on the underground map shall be payable after applying the deductible stated under b below.

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

4. Exclusion of Loss of or Damage to Crops, Forests and Cultures

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers shall not indemnify the Insured for loss, damage or liability directly or indirectly caused to crops, forests and/or any cultures during the execution of the contract works.

5. Special Conditions Concerning the Construction of Dams and Water Reservoirs

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

- grouting of soft rock areas and/or other additional safety measures even if their necessity arises only during construction,

- expenses incurred for dewatering even if the quantities of water originally expected are exceeded substantially,

- loss or damage due to breakdown of the dewatering system if such breakdown could have been avoided by sufficient stand-by facilities,

- expenses incurred for additional sealing or waterproofing and additional facilities for the discharge of run-off and/or underground water,

- loss or damage due to subsidence if caused by insufficient compacting,

- cracks and leakage.

6. Special Conditions Concerning Safety Measures with Respect to Precipitation, Flood and Inundation

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers shall only indemnify the Insured for loss, damage or liability caused directly or indirectly by precipitation, flood and inundation if adequate safety measures have been taken in designing and executing the project involved.

Adequate safety measures shall mean that allowance is made for precipitation, flood and inundation up to a return period of 10 years for the location insured and the entire policy period on the basis of the statistics prepared by the meteorological agencies.

Loss, damage or liability resulting from the Insured's not immediately removing obstructions (eg sand, trees) from watercourses, whether carrying water or not, in order to maintain free waterflow shall not be indemnifiable.

7. Special Conditions concerning Fire-Fighting Facilities and Fire Safety on Construction Sites

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers shall only indemnify the Insured for loss or damage directly or indirectly caused by or resulting from fire or explosion, provided always that:

1. With regard to the progress of work adequate fire-fighting equipment and sufficient extinguishing agents are available and operative at all times.

Fully operative wet riser hydrants are installed up to one level below the highest current work level and are sealed by temporary end caps.

2. The cabinets containing hose reels and portable fire extinguishers are inspected at regular intervals but at least twice a week.

3. Fire compartments as required by local regulations are installed as soon as possible after the removal of formwork.

Openings for lift shafts, service ducts and other voids are provisionally closed as soon as possible but not later than at the commencement of fit-out work.

4. Waste material is removed regularly. All floors undergoing fit-out are cleared of combustible waste at the end of each working day.

5. A "permit to work" system is implemented for all contractors engaged in "hot work" of any kind such as but not limited to

- grinding, cutting or welding operations,

-use of blow lamps and torches,

- application of hot bitumen, or any other heat producing operation.

"Hot work" is carried out only in the presence of at least one worker equipped with a fire extinguisher and trained in fire-fighting.

The area of any "hot work" is examined one hour after the work has finished.

6. Storage of material for the construction or erection shall be subdivided into storage units not exceeding the value stated below per storage unit. The individual storage units shall be either at least 50 m apart or separated by fire-proof walls.

All inflammable material and especially all inflammable liquids and gases shall be stored at a sufficiently large distance from the property under construction or erection and any hot work.

7. A Site Safety Coordinator is appointed.

A reliable fire alarm system is installed and whenever possible a direct communication link maintained with the nearest fire brigade.

A Fire Protection Plan and a Site Fire Action Plan are implemented and updated regularly.

The contractor's personnel are trained in fire-fighting and fire-fighting drills carried out weekly.

The nearest fire brigade is familiarized with the site and immediate access maintained for it at all times.

8. The site is fenced off and access controlled.

Value per storage unit:

8. Special Conditions for Laying Water Supply and Sewer Pipes

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers shall indemnify the Insured for any loss, damage or liability due to the flooding or silting of pipes, trenches or shafts only up to the maximum length of open trench stated below, partially or completely excavated, for any one loss event.

The Insurers shall be liable only if

1 the pipes, immediately after laying, have been secured in such a manner by backfilling that they cannot be displaced if the trench is flooded;

2 the pipes, immediately after laying, have been closed to prevent water, silt or the like from penetrating;

3 the trenches of tested pipe sections have been backfilled immediately upon completion of the pressure test.

Maximum length:

Metres

9. Drilling Work for Water Wells

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

- Earthquake, volcanism, tsunami

- Storm, cyclone, flood, inundation, landslide

- Blow-out and/or cratering

- Fire/explosion

- Artesian waterflow

- Mud loss, which cannot be overcome by known practice

- Collapse of hole including collapse of casing due to abnormal pressure or heaving shales, which cannot be overcome by known practice

The indemnity shall be calculated on the basis of the costs (including material) spent for drilling the well up to the very moment when the first phenomena of the above perils are apparent and the well has to be abandoned due to a hazard insured against, and the Insured shall bear a deductible of 10% of the loss amount, minimum as stated below for any one occurrence.

Special exclusions:

The Insurers shall not be liable for

- loss of or damage to drilling rig and drilling equipment (for which the drilling contractor may conclude a special insurance),

- costs of fishing operations of all kinds,

- costs of reconditioning and workover operations to restore well condi-tions including all stimulation work (acidizing, fracturing, etc).

Deductible:

10. Special Conditions Concerning Piling Foundation and Retaining Wall Works

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

1 for replacing or rectifying piles or retaining wall elements

a which have become misplaced or misaligned or jammed during their construction;

b which are lost or abandoned or damaged during driving or extraction;

or

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

2 for rectifying disconnected or declutched sheet piles;

3 for rectifying any leakage or infiltration of material of any kind;

4 for filling voids or for replacing lost bentonite;

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

6 for reinstating profiles or dimensions.

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

11. On Account Payment clause (Covered subject to surveyor's recommendation on admissibility of claim)

Insurers agree that where only the quantum of a claim is in question a payment on account will be made equal to ….% of the amounts provisionally agreed by the insurers

12. Civil Engineering Works

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

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

2. All temporary works such as buildings, sheds

PROVIDED that the following exclusions shall apply -

a) loss or damage directly caused by defective workmanship material, or design or wear and tear,

b) loss or damage directly caused by mechanical breakdown or derangement,

c) loss or damage directly caused by deterioration due to lack of use or obsolescence,

d) any loss of property either by disappearance or by shortage if such disappearance or shortage alone is revealed during and after an inventory is

made,

e) Cessation of work whether total or partial,

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

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

The Insured shall take all reasonable precautions in the selection of labour and to maintain in efficient condition all tools and equipment used in connection with performance of this erection contract. Provided that all the conditions of this Policy shall apply in all respects to the Insurance granted by this extension save in so

far as the same are expressly varied hereby and any reference to loss or damage in the conditions of the Policy shall be deemed to include the perils hereby insured against.

13. Special Insurance Cover: Off-Site Storage

This endorsement forms part of Section I

and is subject otherwise to the terms, provisions, conditions, limitations and exclusions contained in the Policy or endorsed thereon except for the following:

1. Indemnification

The Insurer shall indemnify the Insured up to the Limit of Indemnity specified below for loss of or damage to Property Insured whilst in off-site storage within the Territorial Limit as defined below.

2. Special Exclusions

2.1 The Insurer shall not indemnify the Insured in respect of

2.1.1 liability for property being manufactured, processed or stored at the manufacturer's, distributor's or supplier's premises, and

2.2.2 for loss or damage caused by the neglect of generally accepted loss prevention measures for warehouses or storage units.

Limit of Indemnity: Enter limit. Limit on first loss basis and in the aggregate

Territorial Limit: Enter text.

14. Special Insurance Condition: Marine 50/50 Loss Sharing

This endorsement forms part of Section I

and is subject otherwise to the terms, provisions, conditions, limitations and exclusions contained in the Policy or endorsed thereon except for the following:

1. Condition

1.1. The Insured shall inspect each item of Property Insured upon unloading at the Site or off-site storage site for possible loss or damage.

1.2. In the event that Property insured is to be left in its packaging until a later date the packaging shall be inspected individually and if a sign of loss or damage is found the item involved shall be unpacked and inspected and any loss or damage discovered shall be reported under the marine cargo insurance.

2. Limit of indemnity

In the event that it is not possible to establish whether the loss or damage has occurred before or after unloading the indemnity shall be shared equally between this Policy and the marine cargo insurance.

3. Deductible

In respect of each and every Occurrence of loss or damage shared between this Policy and the marine cargo insurance the Insurer shall not be liable for 50% of the amount of the respective Deductible specified in the Schedule.

15. Temporary Structures and Plants & Equipment, if included in Contract Value

Temporary works including roads, camps for workers, material storage place, Buildings / sheds / site offices / support structures, porta cabins. The insurance by this Policy extends to include loss as insured resulting from interruption of or interference with the business in consequence of damage as insurable by a Contractors All Risks Policy (should such have been effected) insuring Temporary Structures, /works such as roads, camps for workers, material storage place, Buildings / sheds / site offices / support structures, porta cabins, Plant and Equipment including electrical cables and pipes being the property of the Insured or being utilized for the continued operation of the business by or on behalf of the Insured provided that damage takes place to such property whilst contained on or in the immediate proximity to the property or premises of the Insured.

16. Special Insurance Cover: Multiple Insured Clause

This endorsement forms part of Sections I and III

and is subject otherwise to the terms, provisions, conditions, limitations and exclusions contained in the Policy or endorsed thereon except for the following:

1. Condition

1.1 It is noted and agreed that if the Insured described in the schedule comprises more than one insured party each operating as a separate and distinct entity then (save as described in this Multiple Insured Clause) cover hereunder shall apply in the same manner and to the same extent as if individual policies had been issued to each such insured party provided that the total liability of the Insurers to all of the insured parties collectively shall not exceed the sums insured and limits of indemnity including any inner limits set by memorandum or endorsement stated in the Policy.

1.2 It is understood and agreed that any payment or payments by Insurers to any one or more such insured parties shall reduce to the extent of that payment Insurers' liability to all such parties arising from any one event giving rise to a claim under this Policy and (if applicable) in the aggregate.

1.3 It is further understood that the Insured parties will at all times preserve the various contractual rights and agreements entered into by the Insured parties and the contractual remedies of such parties in the event of loss or damage.

1.4 It is further understood and agreed that Insurers shall be entitled to avoid liability to or (as may be appropriate) claim damages from any of the Insured parties in circumstances of fraud, material misrepresentation, material non-disclosure or breach of any warranty or condition of this Policy each referred to in this clause as a Vitiating Act.

1.5 It is however agreed that (save as described in this Multiple Insured Clause) a Vitiating Act committed by one insured party shall not prejudice the right to indemnity of any other Insured party who has an insurable interest and who has not committed a Vitiating Act.

1.6 Insurers hereby agree to waive all rights of subrogation which they may have or acquire against any Insured party except where the rights of subrogation or recourse are required in consequence of or otherwise following a Vitiating Act in which circumstances Insurers may enforce such rights notwithstanding the continuing or former status of the vitiating party as an Insured.

1.7 The lenders to the project shall not be entitled to any indemnity under this Policy for or arising from loss or damage in respect of which Insurers are by reason of a Vitiating Act no longer liable to indemnify any one or more other Insured party.

17. Special Insurance Cover: Plant, Machinery and Equipment

This endorsement forms part of Section I

and is subject otherwise to the terms, provisions, conditions, limitations and exclusions contained in the Policy or endorsed thereon except for the following:

1. Indemnification

1.1. The Insurer shall indemnify the Insured for any direct and sudden physical loss of or damage to the Property Insured as set forth in Paragraph 2 which the Insured could not reasonably have foreseen and which occurs at the Site at any time during the Period of Insurance due to any cause not specifically excluded.

1.2. The indemnity for each item entered under Paragraph 7. Schedule for this endorsement shall not exceed the specified Sum Insured or the total limit mentioned under Paragraph 8. Limit of indemnity

2. Property Insured

The Property Insured under this endorsement is the construction or erection plant, machinery, equipment, camps, stores and offices not forming part of the permanent or temporary works and specified under Paragraph 7. Schedule for this endorsement.

3. Sum Insured

3.1. The Sum Insured specified in Paragraph 7. Schedule of this endorsement shall not be less than the New Reinstatement Value.

3.2. If during the Period of Insurance additional property is to be added to or deleted from this endorsement, these items shall be declared by the Insured and added to or removed from Paragraph 7. Schedule of this endorsement and the Sum Insured shall then be deemed to have been increased or decreased accordingly.

4. Premium

4.1. A deposit premium shall be paid at the inception date of this endorsement and shall be calculated multiplying the Sums Insured specified in Paragraph 7. Schedule of this endorsement by the respective Annual Premium Rates and Period on Risk.

4.2. If during the Period of Insurance the Sum Insured specified in Paragraph 7. Schedule of this endorsement or the Period on Risk is increased or decreased, the Premium shall be adjusted accordingly.

5. Period of insurance

5.1. The Period of Insurance for this endorsement shall be either the Construction or Erection Period and the Testing Period specified in the Schedule to Section I unless otherwise defined under Paragraph 7. Schedule for this endorsement.

5.2. Any extension of the Period of Insurance shall be subject to the prior written consent of the Insurer.

6. Exclusions

6.1 In addition to the exclusions applicable to Section I and to all Sections the following shall be excluded from the cover provided by this endorsement:

6.1.1 Any loss or damage resulting from the electrical or mechanical breakdown of Property Insured specified in Paragraph 7. Schedule of this endorsement, but this exclusion shall be limited to the items immediately affected and shall not extend to liability for loss of or damage to other parts of the Property Insured as a consequence thereof;

6.1.2. Any loss of or damage to vehicles licensed for general road use other than when being used as a tool of trade on Site; and

6.1.3. Any loss of or damage to plant and/or machinery working underground.

7. Schedule

Plant, Machinery and Equipment

Specification of property insured for this endorsement					
Plant, machinery, equipment serial number, type, capacity	Quantity	Year of manufacture	Sum Insured	Period on risk	Annual Premium Rate%0
Total Sum Insured					

8. Limit of Indemnity

In the event of indemnifiable loss or damage to the specified plant, machinery and equipment above, the maximum amount payable under the Policy for each and every Occurrence shall be as follows: Enter combined limit.

18. Cessation of work cover

Notwithstanding General Exclusion of this Policy, the Insurers will be liable for the loss or damage occurred to insured risks during the cessation of works

Provided always that

1. Cessation period date has to be declared;

2. The site is fenced off and guarded 24 hours;

3. All inflammable material shall be stored at a sufficiently large distance from the property under construction;

4. adequate fire-fighting equipment and sufficient extinguishing agents are available and operative at all times.

5. Adequate and proper loss prevention measures shall be taken to secure the machinery and equipment within work site and/or erection site;

6. Storage of all sensitive equipment in a dry and sheltered place and as per vendor recommendation;

The Insurers shall not, however, be liable for consequential loss of any kind or description whatsoever including penalties, losses due to delay, lack of performance, loss of contract.

Cover up to ……. Days/Months

19. Non- Vitiation Clause

Notwithstanding anything to the contrary contained in this Policy, as the various parties comprising the insured operate as separate and distinct entities the rights of each of the parties in all respect shall (notwithstanding anything contained or implied herein to the contrary) be treated as though each of the parties had separate policies for their respective rights and interests and the rights and indemnities of any of the parties who are not guilty of any fraud, mis-representation, non- disclosure or breach of condition or warranty shall not be prejudiced or affected by any fraud, misrepresentation, non- disclosure or breach of condition or warranty by any of the other parties comprising the Insured. Nothing contained in this endorsement shall be deemed to increase the Sum(s) Insured or limit of indemnity stated in the Policy Schedule. Subject otherwise to terms, conditions and exceptions of the policy.

20. Reinstatement of Sum Insured

It is hereby agreed and understood that notwithstanding anything contained herein to the contrary that the "Sum Insured" definition in Memo 1 of provisions applying to section 1 shall include the following:

"The sum insured under Section 1 of this policy shall be reduced by the amount paid in respect of any loss or damage covered under that section but it is mutually agreed that the full sum insured shall be automatically reinstated upto the sub-limit mentioned in the policy schedule from the time of such loss or damage upto the termination of the policy.

21. Loss Minimisation Expenses

If upon the happening of any peril hereby resulting in actual damage to the Insured Property the Insured shall take all steps to minimize further loss or damage arising from that occurrence or accident, expenses necessarily and reasonably incurred by or on behalf of the Insured in an attempt to prevent or minimize such further loss or damage will be indemnifiable up to a limit as stated in the policy schedule or maximum upto the amount of claim amount whichever is less for each and every claim.

22. Temporary Access Roads (being included in Contract Value)

Irrespective of the periods of Insurance specified in the Policy, the Insurer will indemnify the Insured only for unforeseen accidental loss or damage to temporary access roads insured under the Policy if such loss or damage occurs prior to such roads being completed or taken into use for their purpose by the contractors, whichever takes place first.

23. Temporary Repairs Clause

The Indemnity granted by this Policy shall in addition extend to cover the cost of effecting temporary repairs following loss or damage insured thereby in order that work on the Insured Items can continue provided that the cost does not exceed (…..%) anyone occurrence.

24. Non Invalidation Clause

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

25. Waiver of contribution clause (restricted between Principal and Contractor only)

It is hereby agreed and declared that the insurer waives all rights of contribution against any other insurance taken by the Principal and the Contractor/ Sub-Contractors and any other legal entity associated with the project.

Notwithstanding the general conditions of the policy, the insurers hereby agree that the insurance of this policy will be primary without the right of contribution to any other insurance carried by or on behalf of the named Insured with respect to their respective interests in the insured property.

26. Waiver of Subrogation Clause

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the policy or endorsed thereon, the company waives its right of subrogation against any assured and any person, firm or corporation having an association of affiliation at the time of loss with the assured through ownership, management or other interest, subject to having been insured under this policy.

27. Designation of Property Clause

This clause states that "for all the purposes of determining, where necessary, the item under which any property, if insured, the Insurer agrees to accept the designation under which the property has been entered in the Insured's book".

28. Loss Payee Clause (includes Lender's name)

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

29. Agreed Bank Clause

It is hereby declared and agreed: -

That upon any monies becoming payable under this policy the same shall be paid by the Company to the Bank and such part of any monies so paid as may relate to the interests of other parties insured hereunder shall be received by the Bank as Agents for such other parties.

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

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

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

That this insurance so far only as it relates to the interest of the Bank therein shall not cease to attach to any of the insured property by reason of operation of condition 3 of the Policy except where a breach of the

condition has been committed by the Bank or its duly authorised agents or servants and any other party insured hereunder whereby the risk is increased or by anything being done to upon or any building hereby insured or any building in which the goods insured under the policy are stored without the knowledge of the Bank provided always that the Bank shall notify the

Company of any change of ownership or alterations or increase of hazard not permitted by this insurance as soon as the same shall come to its knowledge and shall on demand pay to the Company necessary additional premium from the time when such increase of risks first took place and

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

N.B.: The Bank shall mean the first named financial institution/Bank named in the policy.

30. Local Authority Clause/Public authority clause

The policy cover includes within the Sum Insured specified in the Schedule, such additional cost of reinstatement of the destroyed or damaged section of the property caused by a contingency insured against as be incurred solely by reason of the necessity to comply with any regulations, by-laws or statutory relating to the reinstatement of property provided that:

The amount recoverable under extension shall not include:

The cost of complying with any regulation, by-laws or statutory provisions where destruction or damage occurs prior to inception of this Clause, or is not insured by this policy of where notice to comply has been served upon the Insured prior to the occurrence of any destruction or damage in respect of any undamaged sections of the property.

The work of reinstatement must be completed within 15 months of the date of occurrence of any destruction or damage, unless otherwise permitted by the Insurers within 15 months and may carried out wholly or partially upon another site, provided that the liability of the Insurers is increased thereby.

31. Cover for Free Issue Materials (if included in Sum Insured)

The Insurers shall indemnify the loss or damage incurred to materials that the employer free issue to the Contractors for incorporation into the works by the event covered under Section I if there would be any free-issue materials.

32. Novation Clause

All loss, damage or liability directly or indirectly arising out of the contract works prior to the inception of the policy is excluded. This also excludes all consequential losses and legal liability that may have arisen or will arise due to the works conducted by the previous contractors of any tiers or any other contracting entities. The rights and liabilities pursuant to this policy are limited to the contracting party of this project work only and no individual(s), company(iers) or entity(ies) which is/are not a party to the existing contract shall be entitled to any indemnity under the policy, without the express written agreement of the Insurers. Specially no Third Party rights and liabilities arising from the previous contracts shall be indemnified under this policy.

33. Cut Through Clause

It is agreed by the reinsured that in the respect of any claims arising under the original policy, shall have the right to pay the insured directly for the reinsurers share and such claims shall be made by the insured to the reinsured.

It is understood and agreed that any such payment shall fully discharge and release the reinsurer the reinsured from any and all liability in respect of that portion of the said claims fulfilled by payment.

The liability of each reinsurer is limited to its respective shares accepted by way of reinsurance. Reinsured confirms that they follow the decisions of leading reinsurer in respect of claims for their share.

34. Claim Preparation Cost

This insurance extends to include the costs associated with the preparation of a claim under the policy by any independent and qualified professional i.e. Chartered Accountants, Cost Accountants, Auditors and/or Loss Adjusters necessarily and reasonably incurred. This is limited to the fees charged by them in direct connection with the preparation of the related claim under the policy and is payable only if in case the claim is indemnifiable under the policy up to ( ) any one claim.

35. Preventive Measure Clause

If during the Period of Insurance the Insured incur reasonable and additional costs and/or expenses to prevent reduce minimize or protect any loss or damage or potential loss or damage to the Insured Property such costs will be met by Insurers provided that :

a. It can be shown that such costs and/or expenses were incurred beyond reasonable levels of the normal acceptance of diligence of the Insured.

b. Costs and expenses incurred or paid by the Insured, should be notified to Insurers as soon as practicable after implementation of the measures taken.

c. Insurers liability for preventive measures shall not exceed ( ) any one occurrence.

36. Monsoon Clause

During the monsoon period i.e. from 1st July to 30th September the insurers will not be responsible for any loss/liability arising out of/incurring due to monsoon or related risk. If the insured carries out or continues to carry the insured work it will be at his own risk.

37. Pair and Set Clause

In the event of physical loss or damage by an insured peril to any article or articles of Property Insured which are a part of a pair or set, the measure of loss or damage to such article or articles shall be, at the Insured's option:

C. Warranty

1. Warranty Concerning Structures in Earthquake Zones

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers shall only indemnify the Insured for loss, damage or liability arising out of earthquake if the Insured proves that the earthquake risk was taken into account in design

according to the official building codes valid for the site and that the qualities of material and workmanship and the dimensions on which the calculations were based were adhered to.

2. Warranty Concerning Sections

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers shall only indemnify the Insured for loss, damage or liability directly or indirectly caused to or by embankments, cuttings and benchings, ditches and canals if these embankments, cuttings and benchings, ditches and canals are constructed in sections not exceeding in total the length stated below, irrespective of the state of completion of the insured works, and the indemnification for any one loss event shall be limited to the cost of repair of such sections.

Maximum length of section: metres

3. Warranty Concerning Camps and Stores

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers shall only indemnify the Insured for loss, damage or liability directly or indirectly caused to camps and stores by fire, flood or inundation if these camps and stores are located above the highest water level recorded anywhere on the site during the last 20 years and the individual storage units are either at least 50 m apart or separated by fire walls.

It is also agreed that the Insurers shall indemnify the Insured for any one occurrence only up to a limit of indemnity of

for camps,

for each individual storage unit,

4. Warranty Concerning Construction Plant, Equipment and Machinery

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers shall only indemnify the Insured for loss, damage or liability directly or indirectly caused to construction plant, equipment and machinery by flood and inundation if, after the execution of works or in case of any interruption, such construction plant, equipment and machinery are kept in an area not endangered by 20-year floods.

5. Warranty Concerning Construction Material

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers shall only indemnify the Insured for loss, damage or liability directly or indirectly caused to construction material by flood and inundation if such construction material does not exceed three days' demand and the exceeding quantities are kept in areas not endangered by 10-year floods.

6. Serial Losses

This endorsement forms part of Section I

and is subject otherwise to the terms, provisions, conditions, limitations and exclusions contained in the Policy or endorsed thereon except for the following:
1. Condition

1.1 The Insurer shall indemnify the Insured in respect of a loss or damage insured under Section I resulting from a Serial Loss Event according to the following scale:

Enter number. %	of the first 2 loss amounts,
Enter number. %	of the 3rd loss amounts,
Enter number. %	of the 4th loss amounts, and
Enter number. %	of the 5th loss amounts.

1.2 The Insurer shall not indemnify the Insured for the 6th and following loss amounts.

1.3 If no declaration is made under Paragraph 1.1 the indemnification shall be based on the following: 100% the first 2 loss amounts, 80% the third, 60% the fourth and 50% of the fifth loss amount.

2. Definition

Serial Loss Event: means a fault, defect, error or omission in design, plan, specification, material or workmanship which is attributable to a common originating cause or a common originating set of circumstances.

7. Special Insurance Exclusion: Tunnels, Galleries and Underground Structures

LEG Tunnel Works Clause

This endorsement forms part of Section I

and is subject otherwise to the terms, provisions, conditions, limitations and exclusions contained in the Policy or endorsed thereon except for the following:

1. Exclusion

The Insurers will not indemnify the Insured in respect of:

1.1 alterations in the construction method, unforeseen ground conditions or obstructions, improving or stabilising ground conditions or sealing against water ingress, and dewatering, unless necessarily and reasonably incurred following indemnifiable physical loss or physical damage;

1.2 overbreak or over-excavation in excess of the design profile and/or for refilling of cavities resulting there from;

1.3 damage due to breakdown of the dewatering system if such damage could have been avoided by the use of standby facilities;

1.4 loss of bentonite, suspensions, or any media or substance used for excavation support or as a ground-conditioning agent;

1.5 the abandonment of sections of Tunnel Works that are not subject to indemnifiable physical loss or damage; and

1.6 the abandonment or recovery of Tunnel Boring Machines.

2. Limits

In the event of indemnifiable physical loss or physical damage to Tunnel Works during the Period of Insurance the maximum amount payable under this Section / of the Policy in respect of Tunnel Works shall be limited to the expenses incurred to reinstate the Property Insured but not in excess of the applicable Monetary Limit as specified herein. Where no Monetary Limit is specified then the Percentage Limit shall apply.

The Monetary Limit shall be inclusive of all applicable Extensions under this Section / of the Policy. The Percentage Limit shall be exclusive of all applicable cover extensions under this Section I of the Policy. In the

event that one Occurrence affects two or more Tunnel Works Elements, the Insurer will pay no more than the highest single Limit that is applicable in the circumstances.

3. Definitions

Tunnel Works

means tunnels, caverns, shafts and associated underground structures howsoever constructed and including the renovation of existing underground structures. This definition shall not apply to non structural elements of the tunnel construction such as cladding, fit-out, monitoring, contracts for electrical and mechanical fit-out, cable installation and building services and the like.

Period of Insurance

As per the Schedule of the Policy.

Percentage Limit

Calculated in accordance with the following formula:

Immediate Damaged Length x Original Per-Metre Construction Cost x Percentage Multiplier

Percentage Multiplier

means the following: Enter percentage. %.

If no Percentage is filled in then 100% shall apply.

Immediate Damaged Length

means the length of Tunnel Works permanently physically lost or physically damaged. This shall exclude sections of Tunnel Works that are unaffected except for the presence of water or debris. This definition is solely for calculating the Percentage Limit under this Tunnel Works Clause.

Monetary Limit and Original Per-Meter Construction Cost means as declared by the Insured and agreed by Insurers and as follows:

Tunnel Work Element	Original Per-Metre Construction Cost* (Currency)	Monetary Limit (NPR)
Bored Tunnel Works (i.e. constructed by tunnel boring machine)		Not recommended
Mined Tunnel Works (i.e. constructed by New Austrian Tunnel Method, Sprayed Concrete Lining, Drill & Blast)		Not recommended
Other Tunnel Works		
Caverns	Not recommended	
Cross Passages	Not recommended	
Cut & Cover	Not recommended	
Shafts	Not recommended	
All other Tunnel Works	Not recommended	

*In the absence of such pre-agreed costs and when no Monetary Limit is specified, the Original Per-Metre Construction Cost shall be calculated as the total original construction cost of the Tunnel Works divided by the total length of the Tunnel Works.

8. Special Insurance Exclusion: Wet Risks

This endorsement forms part of Section I

and is subject otherwise to the terms, provisions, conditions, limitations and exclusions contained in the Policy or endorsed thereon except for the following:

1. Exclusions

1.1. The Insurer shall not indemnify the Insured in respect of costs incurred for:

1.1.1. loss or damage to berth, wharves, jetties and the likes caused by their subsidence or sinking,

1.1.2. Normal Action of the Sea and/or river,

m or a maximum of 200m of 1.1.3. loss of or damage to more than uncompleted or unprotected seawall, quay or other marine structure,

1.1.4. loss, damage or liability due to soil erosion,

1.1.5. dredging, re-dredging, over dredging or loss of or damage resulting there from,

1.1.6. lost or damaged fill material,

1.1.7. replacing or rectifying piles or retaining wall elements

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

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

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

1.1.8. rectifying disconnected or de-clutched sheet piles,

1.1.9. rectifying any leakage or infiltration of material of any kind,

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

1.1.11. for reinstating profiles or dimensions,

1.1.12. any floating and other equipment such as caissons, barges and the like and liabilities there from,

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

1.1.14. loss or damage to pulling wires, anchors, chains and buoys,

1.1.15. loss or damage due to vessel impact or impact of shipping, or

1.1.16. marine liability.

2. Definitions

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

3. Warranties

3.1. It is agreed and understood that subject otherwise to the terms, exclusions and provisions contained in the Policy or endorsed thereon, the Insured shall:

3.1.1. receive daily weather updates from the local meteorological office during the Period of Insurance and make continuous contact to the local meteorological office within 12 hour notice of an imminent storm, and

3.1.2. make navigation distance for public traffic to work side minimum 200m.

9. Communicable Disease Exclusion Clause

1. Notwithstanding any provision to the contrary within this insurance, this insurance does not insure any loss, damage, liability, claim, cost or expense of whatsoever nature caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence there to.

2. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

2.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation there of whether deemed living or not, and

2.2. the method of transmission, whether direct or indirect, includes but is not limited to airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and

2.3. the disease, substance or agent can cause or threaten bodily injury, illness, damage to human health, human welfare or property.

10. Political Risk Exclusion Clause

Any loss or damage occasioned by or through or in consequence, directly or indirectly, of any of the following occurrences is excluded, namely:

a) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war

b) Permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority

c) Mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, martial law or stage of siege or any of the events or causes which determine the proclamation or maintenance of martial law or stage of siege

d) Acts of terrorism committed by a person or persons acting on behalf of or in connection with any organization.

For the purpose of this provision “terrorism” shall mean the use of violence for political ends and shall include any use of violence for the purpose of putting the public or any section of the public in fear.

In any action, suit or other proceeding in which the Reinsurer alleges that by reason of these provisions any loss or damage is not covered by this agreement, the burden of proving that such loss or damage is covered shall be upon the reinsured.

If the indemnification paid by the Reinsured is reduced as a result of measures taken by the public authorities, the obligations of the Reinsurer shall be reduced in proportion.

If the Reinsured receives contributions to or reimbursements of its indemnifications from any source whatsoever, as a result of orders by the public authorities, the Reinsurer shall receive a corresponding share thereof.

Such damage or Consequential Loss described in A, B, or C above, is excluded regardless of any other cause that contributed concurrently or in any other sequence.

11. Electronic Data Exclusion Clause

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the following clause shall apply to this insurance:

Loss or damage due to faulty design (if covered by endorsement), defective material and/or workmanship arising out of the same cause to structures, parts of structures, machines or equipment of the same type shall be indemnified according to the following scale after applying the Policy deductible for each loss:

100% of the first 2 losses

80% of the 3rd loss

60% of the 4th loss

50% of the 5th loss

Further losses shall not be indemnified.

II. Endorsement for Erection All Risk Insurance Policy

A. Extension/ Add on Cover Clauses

1. RSMDST Clause

2. Cover for Cross Liability

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

- loss of or damage to items insured or insurable under Section I of the Policy, even if not recoverable due to an excess or any limit, - fatal or non-fatal injury or illness of employees or workmen who are or could have been insured under Workmen's Compensation and/or Employers' Liability insurance.

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

Extra Premium:

3. Extended Maintenance Cover / Defect Liability Period

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed extra premium, this insurance shall be extended for the maintenance period specified hereunder to cover loss of or damage to the contract works

- caused by the insured contractor(s) in the course of the operations carried out for the purpose of complying with the obligations under the maintenance provisions of the contract,
- occurring during the maintenance period provided such loss or dam-age was caused on the site during the construction period before the certificate of completion for the lost or damaged section was issued.

Maintenance cover: from to
Extra premium:

4. Cover of Extra Charges for Overtime, Night Work, Work on Public Holidays, Express Freight

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed extra premium, this insurance shall be extended to cover extra charges for overtime, night work, work on public holidays and express freight (excluding airfreight).

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

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

Limit of indemnity: any one occurrence

Extra premium:

5. Cover of Extra Charges for Airfreight

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

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

Provided further that the maximum amount payable under this Endorse-ment in respect of airfreight shall not exceed the amount stated below during the period of insurance.

Deductible:

Minimum **any one occurrence**

Maximum amount payable:

Extra premium:

6. Cover of Manufacturer's Risk

It Risk is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed extra premium, lit c under "Special Exclusions to Section I" shall be replaced by the following wording:

"all costs related to repair and/or replacement of parts and/or items directly by faulty design, defective material or casting, bad workmanship other than faults in erection, which the Insured would have incurred for rectifying the original fault had such fault been discovered before the loss occurred;"

This Endorsement does, however, not apply to parts and items of civil

Extra Premium:

7. Guarantee

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed extra premium, this insurance shall be extended for the guarantee period specified hereunder to cover solely loss of or damage to the insured items resulting from faults in erection, faulty design, defective material or casting, and/or bad workmanship, but excluding the costs the Insured would have incurred for rectifying the original fault had such fault been discovered before the loss occurred.

This extension shall not cover any loss or damage arising directly or indirectly from or in connection with fire, explosion and/or any Acts of God nor shall it cover any third party liability.

Guarantee cover from **to**

Deductible: 20 % of the loss amount,

minimum **any one occurrence**

Extra Premium.

8. Inland Transit

It is agreed and understood that, otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed there-on and subject to the insured having paid the agreed extra premium, Section I of this insurance shall be extended to cover loss of or damage to the property insured whilst in transit to the contract site other than on waterways or by air within the territorial limits of pro-vided that the maximum amount payable under this Endorsement does not exceed per conveyance.

Total value of property:

Deductible:

Extra Premium:

9. Cover of Leak Search Costs when Laying Pipelines

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers shall indemnify the Insured also for the following items under this Policy:

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

b. Earthwork on a trench not damaged in itself, such earthwork becoming necessary in the search for and repair of leaks, eg excavation, uncovering of the pipeline, backfilling;

provided that

- the leak has been caused by an indemnifiable event or is attributable to faulty execution on the site, and

- % of the welding seams have been X-rayed and any deficiencies discovered thereby have been removed properly.

Indemnity shall be limited in the aggregate to:

per testing section during one policy period

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

B. Condition

1. Special Conditions Concerning the Construction and/or Erection Time Schedule

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the following shall apply to this insurance:

The construction and/or erection time schedule together with any other statements made in writing by the Insured for the purpose of obtaining cover under the Policy as well as technical information forwarded to the Insurers is deemed to be incorporated herein.

The Insurers shall not indemnify the Insured in respect of loss or damage caused by or arising out of or aggravated by deviations from the construction and/or erection time schedule exceeding the number of weeks stated below unless the Insurers had agreed in writing to such a deviation before the loss occurred.

Deviation from time schedule:

Weeks:

2. Special Conditions concerning Fire-Fighting Facilities and Fire Safety on Construction Sites

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers shall only indemnify the Insured for loss or damage directly or indirectly caused by or resulting from fire or explosion, provided always that:

1 With regard to the progress of work adequate fire-fighting equipment and sufficient extinguishing agents are available and operative at all times.

Fully operative wet riser hydrants are installed up to one level below the highest current work level and are sealed by temporary end caps.

2 The cabinets containing hose reels and portable fire extinguishers are inspected at regular intervals but at least twice a week.

3 Fire compartments as required by local regulations are installed as soon as possible after the removal of formwork.

Openings for lift shafts, service ducts and other voids are provisionally closed as soon as possible but not later than at the commencement of fit-out work.

4 Waste material is removed regularly. All floors undergoing fit-out are cleared of combustible waste at the end of each working day.

5 A "permit to work" system is implemented for all contractors engaged in "hot work" of any kind such as but not limited to

- grinding, cutting or welding operations,

-use of blow lamps and torches,

- application of hot bitumen, or any other heat producing operation.

"Hot work" is carried out only in the presence of at least one worker equipped with a fire extinguisher and trained in fire-fighting.

The area of any "hot work" is examined one hour after the work has finished.

6 Storage of material for the construction or erection shall be subdivided into storage units not exceeding the value stated below per storage unit. The individual storage units shall be either at least 50 m apart or separated by fire-proof walls.

All inflammable material and especially all inflammable liquids and gases shall be stored at a sufficiently large distance from the property under construction or erection and any hot work.

7 A Site Safety Coordinator is appointed.

A reliable fire alarm system is installed and whenever possible a direct communication link maintained with the nearest fire brigade.

A Fire Protection Plan and a Site Fire Action Plan are implemented and updated regularly.

The contractor's personnel are trained in fire-fighting and fire-fighting drills carried out weekly.

The nearest fire brigade is familiarized with the site and immediate access maintained for it at all times.

8 The site is fenced off and access controlled.

Value per storage unit:

3. Special Conditions Concerning Underground Cables, Pipes and Other Facilities

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers shall only indemnify the Insured in respect of loss of or damage to existing underground cables and/or pipes or other underground facilities if, prior to the commencement of works, the Insured has inquired with the relevant authorities about the exact position of such cables, pipes or other underground facilities and takes all necessary steps to avoid damage to same.

Claims in respect of loss of or damage to such underground facilities which are in the same position as shown on the underground maps (drawings indicating the position of the underground facilities) shall be payable after applying a deductible of 20% of the loss amount or the deductible stated under a below, whichever is the greater.

Claims in respect of loss of or damage to underground facilities incorrectly shown on the underground map shall be payable after applying the deductible stated under b below.

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

Deductibles:

4. Decontamination Costs

(i) Costs and expenses necessarily and reasonably incurred for decontaminating items which have become suddenly and accidentally contaminated;

(ii) Associated with the clean-up of any pollutants;

directly arising as the result of Damage that is indemnifiable by this Policy with the exception of Damage to the Marine Offloading Facility.

This extension does not, however include fines, penalties, punitive or exemplary damages directly or indirectly associated with said Damage

5. Special Conditions for Open Trenches during Laying of Pipelines, Ducts and Cables

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

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

6. Conditions for Horizontal Directional Drilling of Pipeline Routes below Rivers, Railway Embankments, Streets, etc.

It is agreed and understood that otherwise subject to the terms, exclusions, conditions and provisions contained in the Policy or endorsed thereon, the Insurers will indemnify the Insured up to the sum insured or limit of indemnity indicated below for damage arising during horizontal directional drilling operations below rivers, railway embankments, motorways, etc., only if a soil analysis (soil samples, test borings, sieve analyses, etc.) required for proper drilling operations in accordance with latest technical standards has been carried out prior to the commencement of work and if the contractor is familiar with the drilling technique.

It is further agreed and understood that the Insurers shall not indemnify the Insured for losses or damage caused by or resulting from

- missing the target point of the drilling, deviations from the scheduled direction;

- loss of or change in the drilling mud (eg bentonite);

- damage to the outer insulation of pipeline in the area of horizontal directional drilling.

Sum insured1) (drilling costs + material value of pipeline to be drawn in + value of drilling equipment):

Limit of indemnity per drilling:

Premium rate:

Deductible: 20% of the loss amount,

at least per loss event

1) In the event of a loss, the sum insured shall be reduced by the amount paid as indemnity.

Reinstatement of the sum insured may be necessary

7. Exclusion Concerning Used Machinery

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers shall not indemnify the Insured for loss of or damage to the insured used items

- attributable to previous operation,

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

- in respect of any non-metallic parts

C. Warranty

1. Warranty Concerning Structures in Earthquake Zones

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers shall only indemnify the Insured for loss, damage or liability arising out of earthquake if the Insured proves that the earthquake risk was taken into account in design according to the official building codes valid for the site and that the qualities of material and workmanship and the dimensions on which the calculations were based were adhered to.

2. Warranty Concerning Camps and Stores

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers shall only indemnify the Insured for loss, damage or liability directly or indirectly caused to camps and stores by fire, flood or inundation if these camps and stores are located above the highest water level recorded anywhere on the site during the last 20 years and the individual storage units are either at least 50 m apart or separated by fire walls.

It is also agreed that the Insurers shall indemnify the Insured for any one occurrence only up to a limit of indemnity of

for camps,

for each individual storage unit,

3. Warranty Concerning Construction Plant, Equipment and Machinery

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers shall only indemnify the Insured for loss, damage or liability directly or indirectly caused to construction plant, equipment and machinery by flood and inundation if, after the execution of works or in case of any interruption, such construction plant, equipment and machinery are kept in an area not endangered by 20-year floods.

4. Serial Losses

This endorsement forms part of Section I

and is subject otherwise to the terms, provisions, conditions, limitations and exclusions contained in the Policy or endorsed thereon except for the following:

1. Condition

1.1 The Insurer shall indemnify the Insured in respect of a loss or damage insured under Section I resulting from a Serial Loss Event according to the following scale:

Enter number. %	of the first 2 loss amounts,
Enter number. %	of the 3rd loss amounts,
Enter number. %	of the 4th loss amounts, and
Enter number. %	of the 5th loss amounts.

1.2 The Insurer shall not indemnify the Insured for the 6th and following loss amounts.

1.3 If no declaration is made under Paragraph 1.1 the indemnification shall be based on the following: 100% the first 2 loss amounts, 80% the third, 60% the fourth and 50% of the fifth loss amount.

2. Definition

Serial Loss Event: means a fault, defect, error or omission in design, plan, specification, material or workmanship which is attributable to a common originating cause or a common originating set of circumstances.

5. Safety Measures Warranty

It is hereby agreed and understood that the Insurer shall only indemnify the insured in case of loss or damage if the insured complies with all safety measures as provided for in the basic engineering construction/erection methods and shall carry out all construction/erection activities as stated in local standard specification and comply with such workmanship and use such materials as laid down in the contract document.

6. Exclusion of Loss of or Damage to Crops, Forests and Cultures

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers shall not indemnify the Insured for loss, damage or liability directly or indirectly caused to crops, forests and/or any cultures during the execution of the contract works.

III. Endorsements for Other Insurance Policies

For the engineering insurance other than mentioned above, the applicable extension/add-on clauses, warranties and condition clauses mentioned in the the above I. Endorsements for Contractors' All Risk Insurance Policies and II. Endorsements for Erection All Risk Insurance Policies may be used.

अनुसूची -६

(दफा १० को उपदफा(१) सँग सम्बन्धित)

बीमादर तालिका

The rates below are minimum applicable as indicated under the directive. Suitable loading can be charged based on the higher risk profile.

1. Electronic Equipment

1.1. Minimum rate and excess for electronic equipment insurance policy:

Section	**Minumum Annual Premium Rate (% of Sum Insured)**
Equipments	On Premises with AMC -1 and without Annual Maintenance Contract -1.5
External Data	
Increased Cost of Working	

1.2. For in-house maintenance facility or maintenance agreement with the authorized service center/dealer, the rate equivalent for on premises with AMC shall be applicable subject to the following conditions:

a. For in-house maintenance, there should be permanent designated staff conducting regular maintenance as required for the particular equipment.
b. The maintenance log must be up to date and evidences of regular maintenance must be present for old machinery.
c. The record/ log of regular maintenance with manufacturer or distributor or authorized service center must be present.

2. Machinery Breakdown

2.1. Minimum rate and excess for machinery breakdown insurance policy

Particulars	**Minimum Annual Premium Rate (% of Sum Insured)**
Selective (machinery on Choice)	2
Whole Machinery at factory premises	1

2.2. Parts replacement with limited life shall carry proportionate depreciation.

2.3. Machinery that has passed its full life time as per manufacturer's specification should be covered on agreed value.

3. Contractor's Plant and Machinery

Sum Insured	**Annual Premium Rate (% of sum insured)**
Up to NPR. 1,00,00,000 per unit	1.00
Above NPR. 1,00,00,000 Up to NPR. 5,00,00,000 per unit	1.25
Above NPR. 5,00,00,000 per unit	1.5
* If the equipment is aged more than 5 years additional 50% loading will be applied on the annual premium rate.	

Note:

3.1. Premium Rate for Third Party Liability will be same as Material Damage (Section I).
3.2. Separate marine policy should be obtained during transit on roads as CPM rate does not cover for transit road risk.
3.3. If Contractor's Plant and Machinery is needed to ply on the road, the third-party bodily injury compensation must be equivalent to the compensation of motor insurance directives. (rate as per motor tariff)

4. Contractors All Risk

S.No	Risk	Minimum Rate %0 upto first 12 months	Additional Rate %0 per month beyond 12 months
1.	Residential Buildings	1.50	0.10
2.	Theatres, Auditoriums and Cinema Halls Only, Stadium	2.25	0.10
3.	Factory sheds, Warehouses, Cold Storages, Hangers	2.25	0.10
4.	Commercial Building Office Buildings, Schools, Universities, Hotels, Motels, Restaurants, Hospitals, Airport Buildings,	2.50	0.10
5.	Chimneys, Silos and Cooling Towers (other than Hyperbolic or natural draught type)	3.50	0.10
6.	Roads		
a.	Track Opening	3.00	0.20
b.	Upgrading	2.50	0.15
c.	Black Topping, resealing and overlay	2.00	0.15
d.	Concrete Pavement	2.50	0.15
e.	For the contract with combination of any of track opening, upgrading , concrete pavement and black topping	2.50	0.15
7.	Runways, Aprons and Air Taxiways at Airports	2.00	0.10
8.	overpass/ underpass on land	2.50	0.15
9.	Steel Bridge on land	3.00	0.15
10.	Elevated highway/ flyover /RCC or Prestressed concrete Bridge on land	3.50	0.15
11.	Bridges on Rivers/Creeks, Dams, Coffer Dams, Acquaducts, Viaducts, Barrages, Structures/works in water (Wet Risk)	4.00	0.15
12.	Canals/Culverts	2.75	0.10
13.	Tunnels ~~and Hydro Power~~	7.50	0.20
14.	Civil Works for laying of Oil/Gas Pipelines	2.00	0.10
15.	Boring, Drilling and mining	7.50	0.20
16.	Water Supply for housing colonies including pump house with pumps,	2.00	0.12

	valves and piping and water supply lines ~~but excluding~~ including under ground water storage tanks		
17.	Irrigation		
a.	Headworks	7.50	0.20
b.	Waterway	3.00	0.20
c.	Culverts	2.75	0.10
d.	Pump house with pumps, valves, piping and water distribution lines	2.00	0.12
e.	Drainout	2.75	0.10
18.	Overhead water storage tank	2.50	0.10
19.	Hydro powers	7.50	~~0.25~~ 0.20
a.	Headworks	7.50	0.20
b.	Powerhouse	5.00	0.15
c.	Access road	3.00	0.20
d.	Works other than headworks and powerhouse and access road	3.00	0.20
20.	Railways	2.50	0.20
21.	River Training, River Protection Works	7.50	0.20
22.	Landslide Protection Works	5.00	0.15
23.	Roadway Furniture Traffic Lights and Paints	2.00	0.15
24.	Building Interior Works	2.00	0.15
25.	Fiber Net Laying on Road	2.00	0.10
26.	All other risks not covered above	5.00	0.10
27.	DLP (Extended Maintenance Cover)	0.50	0.5/12
28.	Maintenance Cover (after DLP)	0.50	0.5/12
29.	Performance Based Maintenance	0.50	0.5/12

Note:

- Premium for Third Party Liability and other add on cover will be same as Material Damage(Section I)

5. Erection All Risk

S.No	Risk	Minimum Rate %0 upto first 12 months	Additional Rate %0 per month beyond 12 months
1.	Cable Cars	3.00	0.10
2.	Boilers Plants	3.00	0.10
3.	Cold Storage	2.50	0.10
4.	Distilleries and Brewery	3.00	0.10
5.	Charging Stations	2.50	0.05
6.	Engineering Workshop	2.50	0.05
7.	Gas Pipe Lines	4.00	0.20
8.	Hydro Electronics/ Hydro Mechanical	7.50	0.25
9.	Lifts	2.50	0.10
10.	Transmission Lines	5.00	0.15
11.	Fibre Net Laying on Road	2.00	0.10

12.	Other than 1 to 11	3.00	0.10

a. The above rate includes storage risk
b. For Marine cum Erection, Marine rate should be referred Marine Tariff
c. Premium for Third Party Liability and other will be same as Material Damage (Section I)
d. For Testing Period additional premium of @ 0.3%0 per month upto 6 months and 0.50%0 beyond 6 months per month will be charged.
e. For 2nd hand Plant/Machinery, 50% loading on charged premiu

6. Boiler and Pressure Vessel

Particulars	**Basic Minimum Annual Premium Rate (% of Sum Insured)**	**Stipulated age for basic rate**
Boiler and Pressure Vessel	0.10%	20

6.1. The basic rate is applicable upto the stipulated age
6.2. The basic minimum annual premium rate has to be increased @ 0.005% per year for each year in excess of the stipulated age.
6.3. For third party liabililty and surrounding property the rate applicaple will be 25% of the rate applied for the boiler and pressure vessel.
6.4. Unlike Machinery Insurance and other forms of engineering insurance the boiler and pressure plant insurance is not subject to any excess.

अनुसूची -७

(दफा १० को उपदफा (२) सँग सम्बन्धित)

बीमाशुल्क गणना तालिका

Sum Insured

Material Damage (incl. VAT)	XXXX
Escalation (15%)	XXXX
Material and Item Supplied by Principal	XXXX
CPM	XXXX
Construction Machinery	XXXX
Clearance of Debris	XXXX
Third Party Liabilty	XXXX
TOTAL Sum Insured	**XXXX**

Premium Calculation

For RSMDST[1]

Particulars	**Sum Insured**	**Rate**	**Premium**
….....	Rs.	XXXX	XXXX
….....	Rs.	XXXX	XXXX
….....	Rs.	XXXX	XXXX
Total	Rs.	XXXX	XXXX

Overall Premium Calculation Sheet

Premium Type	**Rate**	**Premium**
Basic for ….Months	XXXX	XXXX
For Additional ….. Month	XXXX	XXXX
Maintenance Period	XXXX	XXXX
Total	**XXXX**	**XXXX**
Less: Direct Discount	**XXXX**	**XXXX**
Net Rate	**XXXX**	**XXXX**
RSMDST Premium	(as per calculation above in [1])	XXXX
VAT	XXXX	XXXX
Sub-Total	**XXXX**	**XXXX**
Stamp Duty	XXXX	XXXX
TOTAL	**XXXX**	**XXXX**

अनुसूची -८

(दफा १० को उपदफा (८) सँग सम्बन्धित)

छोटो अवधिको बीमादर

बाह्र महिना भन्दा कम अवधिको लागि जारी हुने बीमालेखको लागि देहाय बमोजिमको बीमा दर कायम गर्नुपर्नेछ।

बीमा अवधि	बीमादर (वार्षिक बीमादरको प्रतिशत)
१ महिना सम्म	वार्षिक बीमादरको १५ प्रतिशत
१ महिना भन्दा बढी ३ महिना सम्म	वार्षिक बीमादरको ४० प्रतिशत
३ महिना भन्दा बढी ६ महिना सम्म	वार्षिक बीमादरको ७० प्रतिशत
६ महिना भन्दा बढी ९ महिना सम्म	वार्षिक बीमादरको ८५ प्रतिशत
९ महिना भन्दा बढी १२ वर्ष भन्दा कम	वार्षिक बीमादरको १०० प्रतिशत

अनुसूची -९

(दफा १३ को उपदफा (१) सँग सम्बन्धित)

ह्रासकट्टी दर

सम्पत्तिको उमेर	ह्रासकट्टी दर
६ महिना भन्दा कम	० प्रतिशत
६ महिनादेखि १ वर्षभन्दा कम	५ प्रतिशत
१ वर्षदेखि २ वर्षभन्दा कम	१० प्रतिशत
२ वर्षदेखि ३ वर्षभन्दा कम	१५ प्रतिशत
३ वर्षदेखि ४ वर्षभन्दा कम	२५ प्रतिशत
४ वर्षदेखि ५ वर्षभन्दा कम	३५ प्रतिशत
५ वर्षदेखि १० वर्षभन्दा कम	४० प्रतिशत
१० वर्ष वा सोभन्दा बढी	५० प्रतिशत