

Contractor's Plant & Machinery Insurance Policy - Prospectus

INTRODUCTION

This Policy is designed for covering loss or damage to various Plant & Machinery used on project site/s.

WHO CAN AVAIL THIS POLICY

The Policy can be obtained by a Principal / Contractor / Sub Contractor.

WHAT IS COVERED

The Policy pays for unforeseen and sudden physical damage caused to the Contractors Plant & Machinery at the Insured location due to any perils other than those which are specifically excluded under the Policy.

On payment of additional premium, the following among other coverage's can be opted

1. Express Freight
2. Air Freight
3. Owner's Surrounding Property
4. Clearance & removal of debris
5. Additional Custom duty
6. Escalation
7. Third Party Liability
8. Equipment Mounted on Floating Vessel / Craft.
9. Terrorism.

SUM INSURED

The Sum Insured shall be equal to its replacement cost including freight, dues and customs duties, if any and erection costs.

The Policy Schedule will include a list of all the items of the Contractors Plant, Machinery and Equipment with a separate value against each. The same is applicable in case of multiple locations.

WHAT IS NOT COVERED

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

- a. The Excess 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 Excess 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 accident occurs causing external damage, such consequential damage will be indemnifiable.
- c. Loss of or damage to replaceable parts and attachment 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 wire and cables, flexible pipes, joining and packing material regularly replaced;
- d. Loss or damage due to explosion of any boiler or pressure vessel subject 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 site;
- f. Loss of or damage to hull and machinery of waterborne vessels or craft; however this exclusion shall not apply to Contractors' Plant and Machinery mounted on water borne vessels or crafts for the purpose of use for contract work.
- g. Loss or damage due to total or partial immersion in tidal waters;
- h. Loss or damage whilst in transit, from one location to another location. (Public Liability will not be payable while Contractors' Plant & Machinery's are on Public Roads);
- i. Loss or damage as a direct consequence of the continual influence

of operation (e.g. 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 under-going 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. Note: This does not apply to Machinery's used in Tunneling works.
- l. War, invasion, act of foreign enemy, hostilities or war like operation (whether) war be declared or not), Civil War, Rebellion, Revolution, Insurrection, Mutiny, Civil Commotion, Military or usurped power, martial law, conspiracy, confiscation, commandeering a group of malicious persons acting on behalf of or in connection with any political organization, requisition or destruction or damage by order of any government de jure or de facto or by any public, Municipal or Local Authority
- m. Loss or damage directly or indirectly 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 indirectly caused by, or arising out of or aggravated by the willful act or willful 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.
- s. **TERRORISM DAMAGE EXCLUSION WARRANTY**–This Policy excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

CANCELLATION

The Insured can cancel the policy at any time during the policy term, by informing the Company.

The Company can cancel the policy only on the grounds of established fraud, by giving minimum notice of 7 days to the Insured. The Company shall refund proportion premium for unexpired policy period subject to no claim(s) made during the policy period.

CLAIM INTIMATION

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

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

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

CLAIM PROCEDURE

- An acknowledgement with respect to the claim intimation is given to the insured, once we are in receipt of any claim intimation from the insured.

Contractor's Plant & Machinery Insurance Policy - Prospectus

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

CLAIM DOCUMENTS

The documents generally required for processing of claims are:

- Policy/Underwriting documents.
- Survey Report with Photographs wherever applicable
- Claim Form, duly completed.
- Log book / Asset register / Capitalized item list
- Repair / Replacement invoices with receipt
- All Applicable valid Certificates
- KYC Documents
- Any other relevant documents required based on type of loss

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

THIS PROSPECTUS

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

GRIEVANCES

If You have any grievance about any matter relating to the policy, or Our decision on any matter, or Our decision about Your claim, You can pursue Your grievance with Company's Grievance Redressal Officer.

If you have a grievance that you wish us to redress, you may contact us with the details of your grievance through:

- Call Centre** - 120 6234 6234 / 022-6234 6234
- Emails** – grievance@hdfcergo.com
- Contact Details for Senior Citizens:** 022 6242 6226
- Email ID-** seniorcitizen@hdfcergo.com Designated Grievance Officer in each branch.
- Company Website** – www.hdfcergo.com
- Courier** - Any of our Branch office or corporate office

You may also approach the Complaint & Grievance (C&G) Redressal Cell at any of our branches with the details of your grievance during our working hours from Monday to Friday.

If you are not satisfied with our redressal of your grievance through one of the above methods, you may contact our Head of Customer Service at:

**The Complaint & Grievance Redressal Cell,
HDFC ERGO General Insurance Company Limited
D-301, 3rd Floor, Eastern Business District (Magnet Mall),
LBS Marg, Bhandup (West),
Mumbai – 400078, Maharashtra**

In case you are not satisfied with the response / resolution given / offered by the C&G cell, then you can write to the Chief Grievance Officer of the Company at the following address:

**To the Chief Grievance Officer
HDFC ERGO General Insurance Company Limited
D-301, 3rd Floor, Eastern Business District (Magnet Mall),
LBS Marg, Bhandup (West),
Mumbai - 400078, Maharashtra
e-mail: cgo@hdfcergo.com**

Grievance may also be lodged at IRDAI Integrated Grievance Management System- <https://bimabharosa.irdai.gov.in>

You may also approach the nearest Insurance Ombudsman for resolution, if your grievance is not redressed by the Company. The contact details of Ombudsman offices are below if your grievance pertains to:

- Insurance claim that has been rejected or dispute of a claim on legal construction of the policy
- Delay in settlement of claim
- Dispute with regard to premium
- Non-receipt of your insurance document

You may also refer Our website www.hdfcergo.com <https://www.hdfcergo.com/customer-voice/grievances> for detailed grievance redressal procedure.

ABOUT OUR COMPANY

Name of the company – HDFC ERGO General Insurance Company Limited (IRDAI Reg No 146)

Registered & Corporate Office- 1st Floor, HDFC House, 165-166 Backbay Reclamation, H. T. Parekh Marg, Churchgate, Mumbai – 400 020.

Website – www.hdfcergo.com

Contact number – 022 - 62346234

Email – care@hdfcergo.com

INSURANCE ACT 1938 SECTION 41- Prohibition of Rebates

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

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

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