

**L&T GENERAL INSURANCE COMPANY LIMITED**  
**BOILER & PRESSURE PLANT INSURANCE POLICY**  
**ENDORSEMENTS**

**OWNER'S SURROUNDING PROPERTY (BPP-01)**

**Attached to and forming part of the Policy No.\_\_\_\_\_**

In consideration of the insured having paid extra premium amounting to Rs.\_\_\_\_\_ it is hereby agreed and declared that this insurance by within policy is extended to cover loss or damage to property located at or adjacent to the site and belongings to or held in care custody, control of the principal(s) or the contractor(s) if occurring directly due to damage of items mentioned in the schedule while at rest or in use for construction or erection during period of policy.

The Company will pay to the insured the value of the damaged property at the time of accident or at its option reinstate or replace such damaged property or any part thereof provided that:

The liability of the Company shall in no case exceed Rs.\_\_\_\_\_ for any one accident or series of accidents arising out of any one event and in the whole the total indemnity of Rs.\_\_\_\_\_ during the currency of the Policy.

The insured shall bear the same excess as mentioned in the schedule of the policy.

In respect of loss or damage resulting to underground piping tunneling or underground cables and other underground facilities, the indemnity will be restricted to actual repair cost, provided prior to commencement of work, insured ascertains with the relevant authorities about the exact locations or positions of such cables, pipes or other underground facilities. Cracks that neither impairs the stability of the structure nor safety of its users are not covered.

Subject otherwise to the terms, conditions and exceptions of the Policy and endorsements if any thereon

### **THIRD PARTY LIABILITY (BPP-02)**

**Attached to and forming part of the Policy No. \_\_\_\_\_**

In consideration of the payment of the additional premium of Rs.\_\_\_\_ it is hereby agreed and declared that notwithstanding anything to the contrary stated in this policy, the Company will indemnify the insured:

- a) against legal liability for the accidental loss or damage caused to the property of other persons.
- b) against legal liability (liability under contract excepted) for fatal or non-fatal injury to any persons other than the insured or his own employees or employee of the owner of the works/site/premises/location or employees of the other firms/connected with any other work site/premises/location or members of the family of the insured or any of the aforesaid.

#### **1. EXCLUSIONS UNDER THE TPL EXTENSION**

The Company will not indemnify the insured, under this extension in respect of:

- a) The first amount of policy excess of each claim for any one occurrence related to property damage.
- b) Expenditure incurred in doing or redoing or making good or repairing or replacing any thing covered or coverable under the policy.
- c) Liability consequent upon:
  - i. bodily injury to or illness of employees/workmen/members of the families of the insured or of the owners of the works/site/premises/location or of any other firm / contractors connected with any other work at the works / site / premises / location.
  - ii. loss of or damage or property belonging to or held in trust by or under custody of the owner of the works / site / premises / location of any other firms / contractors or an employee/workmen/family members of any of the aforesaid.
  - iii. Any accident caused by vehicles licensed for general road use or by waterborne vessels or by aircraft.

- iv. 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.

## **2. CONDITIONS APPLYING TO TPL EXTENSION:**

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

Subject otherwise to the terms, conditions and exceptions of the Policy and endorsements if any thereon

**EXPRESS FREIGHT (BPP-03)**

**Attached to and forming part of the Policy No. \_\_\_\_\_**

In consideration of the insured having paid extra premium amounting to Rs. \_\_\_\_\_ it is hereby agreed and declared that this insurance shall be extended to cover extra charges for express freight (excluding air freight).

Provided always that such extra charges are 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 endorsement for such extra charges shall be reduced in the same proportion.

Subject otherwise to the terms, conditions and exceptions of the Policy and endorsements if any thereon.

**AIR FREIGHT (BPP-04)**

**Attached to and forming part of the Policy No. \_\_\_\_\_**

It is hereby declared and agreed that the Policy shall also indemnify towards Air Freight incurred by the Insured in connection with the indemnifiable loss under the Policy.

In consideration thereof an additional premium of Rs. \_\_\_\_\_ is charged hereby.

Limit of indemnity shall be Rs. \_\_\_\_\_ during currency of the Policy.

Each and every claim shall be subject to a minimum Excess of 5% of the admissible Air Freight incurred over and above the excess as applicable under the policy.

Subject otherwise to the terms, conditions and exceptions of the Policy and endorsements if any thereon

### **ADDITIONAL CUSTOMS DUTY (BPP-05)**

**Attached to and forming part of the Policy No. \_\_\_\_\_**

In consideration of the Insured having paid an additional premium of Rs.....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 of Rs..... 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 items.

Each and every claim payable under the extension shall be subject to an Excess of 5% of the admissible Additional Customs Duty incurred and will be in addition to the Excess amount applicable for the affected item under the Policy.

The Indemnity for such Additional Customs Duty will stand reduced after occurrence of the claim unless reinstated by payment of an additional premium prescribed by the Company.

Subject otherwise to the terms, conditions and exceptions of the Policy and endorsements if any thereon

Note –

For computation of indemnity under the Additional Customs, Duty extension, exchange rate applicable on date of occurrence of loss shall be considered.

Under this only Sea Freight charge would be taken into account even though the replacement supplies had been air freighted and the policy has been endorsed for airfreight cover.

### ESCALATION PROVISION (BPP-06)

Attached to and forming part of the Policy No. \_\_\_\_\_

In consideration of the payment of an additional premium amounting to 50% of the premium produced by applying the specified percentage to the first or the annual premium as appropriate on the under noted items(s) the Sum(s) Insured thereby shall, during the period of Insurance, be increased each day by an amount representing 1/365th of the specified percentage increase per annum.

Item Number	Specified percentage increase per annum
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.....	.....
.....	.....

Useless specifically agreed to the contrary the provisions of this clause shall only apply to the sums insured in force at the commencement of each period of insurance.

At each renewal date the Insured shall notify the Insurers:

- i. sums to be insured under each item above, but in the absence of such instructions the Sums Insured by the above items shall be those stated on the policy (as amended by any endorsement effective prior to the aforesaid renewal date) to which shall be added the increases which have accrued under this Clause during the period of insurance up to that renewal date, and
- ii. the specified percentage increase(s) required for the forthcoming period of insurance, but in the absence of instructions to the contrary prior to the renewal date the existing percentage increase shall apply for the period of insurance from renewal.

All the conditions of the policy in so far as they may be hereby expressly varied shall apply as if they had been incorporated herein.

## **TERRORISM DAMAGE EXCLUSION WARRANTY (BPP-07A)**

**Attached to and forming part of the Policy No.** \_\_\_\_\_

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

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

This exclusion also includes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to the above.

Subject otherwise to the terms, conditions and exceptions of the Policy and endorsements if any thereon



## **TERRORISM DAMAGE COVER ENDORSEMENT (BPP-07B)**

**Attached to and forming part of the Policy No.** \_\_\_\_\_

### **INSURING CLAUSE**

Subject otherwise to the terms, exclusions, provisions and conditions contained in the Policy and in consideration of the payment by the Insured to the Company of additional premium as stated in the Schedule, it is hereby agreed and declared that notwithstanding anything stated in the 'Terrorism Risk Exclusion' of this Policy to the contrary, this Policy is extended to cover physical loss or physical damage occurring during the period of this Policy caused by an act of terrorism, subject to the exclusions, limits and excess described hereinafter.

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

This cover also includes loss, damage, cost or expense directly caused by, resulting from or in connection with any action taken in suppressing, controlling, preventing or minimizing the consequences of an act of terrorism by the duly empowered government or Military Authority.

Provided that If the Insured is eligible for indemnity under any government compensation plan or other similar scheme in respect of the damage described above, this Policy shall be excess of any recovery due from such plan or scheme.

For the purpose of the aforesaid inclusion clause, "Military Authority" shall mean armed forces, para military forces, police or any other authority constituted by the government for maintaining law and order.

### **LOSSES EXCLUDED**

This cover shall not indemnify loss of or damage to property caused by any or all of the following:-

1. Loss by seizure or legal or illegal occupation;
2. Loss or damage caused by:
  - (i) Voluntary abandonment or vacation,
  - (ii) Confiscation, commandeering, nationalisation, requisition, detention, embargo, quarantine, or any result of any order of public or government authority, which deprives the Insured of the use or value of its property;
3. Loss or damage arising from acts of contraband or illegal transportation or illegal trade;
4. loss or damage directly or indirectly arising from or in consequence of the seepage and or discharge of pollutants or contaminants, which pollutants and contaminants shall include but not be limited to any solid, liquid, gaseous or thermal irritant, contaminant or toxic or hazardous substance or any substance the presence, existence or release of which endangers or threatens to endanger the health, safety or welfare of persons or the environment;
5. loss or damage arising directly or indirectly from or in consequence of chemical or biological emission, release, discharge, dispersal or escape or chemical or biological exposure of any kind;
6. loss or damage arising directly or indirectly from or in consequence of asbestos emission, release, discharge, dispersal or escape or asbestos exposure of any kind;
7. any fine, levy, duty, interest or penalty or cost or compensation/damages and/or other assessment which is incurred by the Insured or which is imposed by any court, government agency, public or civil authority or any other person;
8. loss or damage by electronic means including but not limited to computer hacking or the introduction of any form of computer virus or corrupting or unauthorised instructions or code or the use of any electromagnetic weapon. This exclusion shall not operate to exclude losses (which would otherwise be covered under this Policy) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile;
9. loss or damage caused by vandals or other persons acting maliciously or by way of protest or strikes, labour unrest, riots or civil commotion;

10. loss or increased cost occasioned by any public or government or local or civil authority's enforcement of any ordinance or law regulating the reconstruction, repair or demolition of any property insured hereunder;
11. any consequential loss or damage, loss of use, delay or loss of markets, loss of income, depreciation, reduction in functionality, or increased cost of working;
12. loss or damage caused by factors including but not limited to cessation, fluctuation or variation in, or insufficiency of, water, gas or electricity supplies and telecommunications or any type of service;
13. loss or increased cost as a result of threat or hoax;
14. loss or damage caused by or arising out of burglary, house - breaking, looting, theft, larceny or any such attempt or any omission of any kind of any person (whether or not such act is committed in the course of a disturbance of public peace) in any action taken in respect of an act of terrorism;
15. loss or damage caused by mysterious disappearance or unexplained loss;
16. loss or damage directly or indirectly caused by mould, mildew, fungus, spores or other micro-organism of any type, nature or description, including but not limited to any substance whose presence poses an actual or potential threat to human health;
17. Total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind.

#### **LIMIT OF INDEMNITY**

The limit of indemnity under this cover shall not exceed the Total Sum Insured given in the Policy Schedule or INR 10,000,000,000 whichever is lower. In respect of several insurance policies within the same compound/location with one or different insurers, the maximum aggregate loss payable per compound/location by any one or all insurers shall be INR 10,000,000,000. If the actual aggregate loss suffered at one compound/location is more than INR 10,000,000,000, the amounts payable under individual policies shall be reduced in proportion to the sum insured of the policies.

#### **EXCESS**

0.5% of the sum insured for each and every claim subject to –

- i. a minimum of INR 100,000 and a maximum of INR 100,000,000 (for industrial risks)

- ii. a minimum of INR 25,000 and maximum of INR 1,000,000/- (for non-industrial risks) / a minimum of INR 10,000 and maximum of INR 500,000 (for shops and residences)

#### **CANCELLATION CLAUSE**

Notwithstanding the cancellation provisions relating to the basic insurance policy on which this endorsement is issued, there shall be no refund of premium allowed for cancellation of the Terrorism risk insurance during the period of insurance except where such cancellation is done along with the cancellation of the basic insurance. Where a policy is cancelled and rewritten mid-term purely for the purpose of coinciding with the accounting year of the insured, pro-rate refund of the cancelled policy premium will be allowed.

If the cancellation is for any other purpose, refund of premium will only be allowed after charging short term scale rates.

Note: The definitions, terms and conditions of main Policy save as modified or endorsed herein shall apply.

**EXPRESS FREIGHT (EXCLUDING AIR FREIGHT), OVERTIME AND HOLIDAY RATES OF WAGES  
(BPP-08)**

**Attached to and forming part of the Policy No.**\_\_\_\_\_

In consideration of the insured having paid extra premium amounting to Rs.\_\_\_\_\_ it is hereby agreed and declared that this policy is extended to cover any extra costs incurred in respect of express delivery (excluding air freight), overtime and holiday rates of wages in connection with repairs or replacements, subject however to a limit of 25% of the amount which the repair or replacement would have cost if these extra expenses had not been incurred.

Subject otherwise to the terms, conditions and exceptions of the Policy and endorsements if any thereon.

### **AGREED BANK CLAUSE (BPP-09)**

**Attached to and forming part of the Policy No. \_\_\_\_\_**

The Insured having declared to the Company the existence of financial interest of the parties named in the Schedule to the Policy (of which the party first named is hereinafter referred to as the Bank) in the property declared for insurance, it is hereby declared and agreed :-

a. 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.

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

N.B: The Bank shall mean the first named Financial Institution/ Bank named in the policy.

c. 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 matter 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.

d. 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 the rights of the Bank to recover the full amount of any claim it may have on other parties insured hereunder.

e. 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 the operation of Condition 5 (c) (Obligations of the Insured) of the Policy except where a breach of the Condition has been committed by the Bank or its duly authorized agents or servants and this insurance shall not be invalidated by any act or omission on the part of any other party insured hereunder whereby the risk is increased or by anything being done to upon or in any property 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 hazards not permitted by this insurance as soon as the same shall come to its knowledge and shall on demand pay to the Company the necessary additional premium from the time when such increase of risk 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.

Subject otherwise to the terms, conditions and exceptions of the Policy and endorsements if any thereon.

N.B. In cases where the name of any Central Govt. or State Govt. owned and/or sponsored Industrial Financing or Rehabilitation Financing Corporation and / or Unit Trust of India or General Insurance Corporation of India and/or its subsidiaries or LIC of India / any financial institution is included in title of policy as mortgagees, above agreed bank clause can be incorporated in the policy substituting the name of such institution in place of the word 'Bank' in the said clause.