

**Bharti AXA General Insurance Company Limited**

**Latent Defect Insurance Policy (Commercial)**

**Policy wordings**

**Preamble:**

Whereas the Insured designated in the Policy Schedule/Certificate of Insurance having, by a proposal and declaration together with any statement, report or other document which shall be the basis of this contract and shall be deemed to be incorporated herein, has applied to Bharti AXA General Insurance Company Limited (hereinafter called "the Company") for the insurance hereinafter set forth and paid appropriate premium for the period as specified in the Schedule.

**Principal Operative Clause:**

On basis of the underwriting information submitted by the Insured, the Insurers hereby severally agree, each for their proportion set out herein, to indemnify the Insured in the manner and to the extent hereinafter stated against Loss, provided that:

- (a) The amount payable by the Insurers to the Insured collectively shall not exceed the Sums Insured and any Limit of Indemnity set out in the Schedule and any Endorsement; and
- (b) The amount payable by each of the Insurers individually shall be limited to the proportion set against its name below; and
- (c) The Insured shall collectively bear, for its own account, the amount set out in the Schedule or any Endorsement as Deductible.

In witness whereof, the undersigned, acting on behalf of and under the authority of each of the Insurers respectively, have subscribed their names

**Definitions:**

For the purpose of this Policy, the following definitions shall apply:

- (a) **Any One Loss**  
All claims directly related to a Loss attributable to a Latent Structural Defect in one or more Structural Components of identical nature
- (b) **Certificate of Approval**  
The document issued by the Technical Inspection Service on completion of the Project advising Insurers on compliance with any regulations and recognized technical standards in relation to the cover provided by this Policy
- (c) **Construction Contract**  
The contract or contracts between the Owner of the Project and the contractor or contractors for the realization of the Project



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- (d) **Defects Liability Period**  
The period agreed in the Construction Contract, starting from the Date of Issue of the Taking-Over Certificate or Occupancy Certificate, for notifying any defect to be remedied or any outstanding work to be completed by the contractor
- (e) **Dispute**  
Any dispute or difference of whatsoever nature arising out of or in connection with this Policy, including any question regarding its existence, validity or termination
- (f) **Estimated Value of the Insured Property**  
The value of the Insured Property at the Date of Issue of the Taking-Over Certificate or Occupancy Certificate including costs of construction, design, management and supervision of the Project as estimated at the Policy Signing Date
- (g) **External Components**  
Components of the Insured Property other than Structural Components and Internal Components, Fittings, Installations and Contents, within the perimeter fencing of the Insured Property, including but not limited to:
- (i) Pavements, crossovers, paved areas, access roads, pedestrian paths, retaining walls
  - (ii) Drains, sewers, pipes, cables, wires and other service facilities
  - (iii) Landscaping works
- (h) **Groundwater**  
Water beneath the ground surface
- (i) **Latent Structural Defect**  
**(Also known as Inherent Defect Insurance or Decennial Latent Defects Insurance wherever coverage is required for 10 years post taking over Completion Certificate)**  
Any defect or deficiency in the Structural Components attributable to errors, faults or omissions in design, calculation, specification, workmanship, materials, geological investigation or the interpretation thereof or to otherwise adverse conditions of rock or soil supporting the Insured Property or to a combination thereof, provided such defect or deficiency existed and was undiscovered at the Date of Issue of the Taking-Over Certificate or Occupancy Certificate
- (j) **Insured**  
The party or parties named in the Schedule as Owner of the Project or its Successor or Successors to the extent of their respective rights and interests in the Insured Property



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**(k) Insured Property**

The property, which at the Policy Signing Date is known as the Project, as defined in the Schedule, comprising:

- (i) Structural Components
- (ii) Internal Components, Fittings, Installations and Contents (if any)
- (iii) External Components (if any)

**(l) Internal Components, Fittings, Installations and Contents**

Non-load bearing parts of the Insured Property, irrespective of whether incorporated in any item of Structural Components or not, including:

- (i) Internal non load-bearing walls, internal partitions, internal windows, internal doors
- (ii) Coverings, finishing's and tiling of any surface
- (iii) Mechanical and electrical equipment and facilities
- (iv) Distribution nets of water, gas, heating, air conditioning, electricity
- (v) Sewerage net
- (vi) Incorporated furniture and kitchens, if any
- (vii) Fixtures and fittings, if any
- (viii) Any movable element of window, doors, skylights, if any
- (ix) Not incorporated furniture and movable equipment, if any

**(m) Loss**

Refer to Insuring Clause

**(n) Material Change in Risk**

Any change materially varying any of the facts or circumstances relating to the Insured Property, the Policy or the degree of risk assumed hereunder by Insurers which if known to Insurers would have influenced either their acceptance of the risk or the terms of the Policy, in particularly the premium charged.

**(o) Policy Signing Date**

The date of the latter of the parties signature of the Policy.

**(p) Precipitation**

Rain, snow and/or hail.

**(q) Structural Components**

All load-bearing parts of the Insured Property essential to the stability or strength of the Insured Property being foundations, pillars, bearing walls, beams, slabs, floors, staircases, external walls, external cladding and roofing, but excluding any item



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defined as Internal Components, Fittings, Installations and Contents or External Components.

- (r) **Successor**  
A successor in title or assignee to whom the Insured Property or any portion thereof is transferred
- (s) **Taking-Over Certificate OR Completion Or Occupancy Certificate**  
The document issued by the representative supervising officer of the relevant Municipal corporation or the officer designated by the Real Estate Regulatory Authority confirming completion of the Project as foreseen in the Construction Contract
- (t) **Technical Inspection Service**  
The party appointed by the Insurer to examine the documentation related to the Project, including but not limited to design, plans and specifications, to inspect the Project works and to advise on compliance with any regulations and recognized technical standards in relation to the cover provided by this Policy
- (u) **Transfer of Ownership**  
Sale, assignment or disposal in any form whatsoever of the Insured Property or any portion thereof from the Insured to a Successor
- (v) **Wind**  
Wind, storm, windstorm, tempest, hurricane, typhoon and/or tornado

**SCOPE OF COVER:**

**A. Insuring Clause**

Insurers hereby agree subject to the terms and conditions contained herein or endorsed hereon that Insurers shall indemnify the Insured for collapse of or physical damage to the Insured Property or any threat thereof caused by an Latent Structural Defect of such property, hereafter termed Loss, provided Loss is notified by the Insured to Insurers during the Period of Insurance specified in the Schedule. The Maximum Liability under the Policy shall be the Sums Insured in the Schedule

**B. Demolishing and Removal of Debris**

Subject to Loss Insurers shall also indemnify the Insured, up to the Sum Insured specified in the Schedule, for costs and expenses necessarily and reasonably incurred in demolition and disposal of debris of the Insured Property in connection with Loss.

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### C. Professional Fees

Subject to Loss Insurers shall also indemnify the Insured, up to the Sum Insured specified in the Schedule, for professional fees, including but not limited to technical consultants' and legal fees, necessarily and reasonably incurred in connection with Loss. This indemnification does not include fees incurred in preparing any claim under this Policy.

### D. Additional Costs

Subject to Loss Insurers shall also indemnify the Insured, for additional costs of repair or replacing and/or strengthening which arise out of alterations incurred solely and specifically in compliance with or consequent upon any building or other regulations under or pursuant to any statutory obligation. This indemnification does not include costs of complying with such requirements if notice thereof has been served before Loss has been discovered or costs which relate to parts of the Insured Property which are not directly affected by Loss

### SPECIAL EXCLUSIONS UNDER THIS POLICY

Insurers shall not be liable for Loss arising from or consequent upon the following regardless of any other cause contributing concurrently or in any other sequence to the Loss:

- a. Latent defects of material, workmanship, design, plan or specification of:
  - (i) Internal Components, Fittings, Installations and Contents;
  - (ii) External Components;
- b. Use of the Insured Property for any purpose other than that for which it was intended and/or as stated in the Schedule including but not limited to loading by any weight greater than that for which the structure of the Insured Property was designed for;
- c. Inadequate maintenance
- d. Fire, lightning, explosion;
- e. Flood, inundation, storm surge, earthquake, tsunami, volcanic eruption, frost, drought;
- f. Wind, Precipitation, Groundwater and/or water of any origin, unless the primary cause is collapse of the Insured Property caused by an Latent Structural Defect;
- g. Subsidence, ground heave, landslip, unless the primary cause is an Latent Structural Defect; Pressure waves caused by aircraft or other aerial devices travelling at subsonic or supersonic speed;
- h. Corrosion, oxidation, the foregoing being caused by either due to attack of contaminants or unsuitable materials making up Structural Works or due to inappropriate protection to the Structural works. Such contaminants are not limited to chlorides, sulphates, marine salts, spray or vapour, high humidity, polluted atmosphere or aggressive soil.
- i. Wear & tear, deterioration, ageing, change in colour or texture, discoloration and/or staining.

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- j. Ingress of water;
- k. Insect, animal or vermin damage;
- l. Alterations of geological conditions, including but not limited to changes of the Groundwater level or flow, whether due to a natural event or man-made, suffered after the Date of Issue of the Taking-Over Certificate or Occupancy Certificate ;
- m. Any additions to or alterations or modifications to the structure of the Insured Property made after the Date of Issue of the Taking-Over Certificate or Occupancy Certificate ; unless with the prior approval of the Insurers;
- n. Any consequential or economic loss or damage of any kind, including but not limited to loss of use, loss of rent, penalties;
- o. Any defect or deficiency referred to as a reservation in the Certificate of Approval, unless such defect or deficiency has been subsequently rectified and the approval of such rectification has been confirmed to Insurers in writing by the Technical Inspection Service;
- p. Any outstanding work or known defect of which the Insured is aware at the Policy Coverage Inception Date, including but not limited to any such work or defect recorded in the Taking-Over Certificate or Occupancy Certificate, unless such work has been completed and/or such defect has been remedied and Insurers have been advised thereof in writing by the Insured;
- q. The failure or omission of the Insured to substantially undertake the repair, replacement or strengthening of those parts of the Insured Property for which indemnity is provided under this Policy within a reasonable period of time or such other period of time as may be agreed in writing by Insurers;
- r. Any loss of or damage to ground or property other than what is specified in the Schedule as Insured Property;
- s. The use of any unproven and/or non-standard and/or innovative material or product, unless:
  - i) It has been certified by a recognized national or international organisation, and
  - ii) Such certification has been made available to the Technical Inspection Service and Insurers, and
  - iii) Insurers have confirmed in writing their approval of such use;
- t. Any defect notified by the Insured within the Defects Liability Period, unless the contractor's business be wound up or carried on by a liquidator or receiver or be permanently discontinued.
- u. Fungi:
  - a) Any Cost of expense incurred to clean up, remove or remediate and fungi; or
  - b) Any cost or expense incurred to test for, monitor or assess the existence concentration of effects of fungi

**GENERAL EXCLUSIONS (APPLICABLE TO ALL BENEFITS UNDER THE POLICY):**

**War and Allied Perils**

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## **Bharti AXA General Insurance Company Limited**

This Policy does not cover Loss occasioned by or through or in consequence, directly or indirectly, of any of the following events, namely:

- (a) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war is declared or not), civil war;
- (b) Mutiny, military rising, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege, nationalisation, confiscation, requisition, seizure or loss of or damage to property by order of the government or by any public authority;
- (c) Strike, riot, civil commotion and popular rising.

In any action, suit or other proceedings where Insurers allege that, by reasons of the provisions of this Exclusion, any Loss is not covered by this Policy, the burden of proving that such Loss is covered shall be upon the Insured.

### **Extended Nuclear Risks**

This Policy does not cover any Loss occasioned by or through or in consequence, directly or indirectly, of any of the following events, namely:

- (a) Ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- (b) The radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- (c) Any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- (d) The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter, but the exclusion in this subclause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes;
- (e) Any nuclear reaction, nuclear radiation or radioactive contamination regardless of any other cause contributing concurrently or in any other sequence to any loss, damage or liability;
- (f) Any chemical, biological, bio-chemical or electromagnetic weapon.

### **Willful Acts and Gross Negligence**

This Policy does not cover Loss directly or indirectly caused by or arising from or aggravated by any wilful act or omission or gross negligence of the Insured or its management.

### **Terrorism**

This Policy does not cover Loss directly or indirectly caused by, resulting from, happening through, arising out of or in connection with any act of terrorism, regardless of any other cause contributing concurrently or in any other sequence to the loss.

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For the purpose of this exclusion, terrorism means an act or threat of violence or an act harmful to human life, tangible or intangible property or infrastructure with the intention or effect of influencing any government or of putting the public or any section of the public in fear.

In any action suit or other proceedings where the Insurers allege that by reason of this definition a Loss is not covered by this Policy, the burden of proving that such Loss is covered shall be upon the Insured.

In the event any portion of this clause is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

**POLICY CONDITIONS**

• **Policy Coverage Inception**

This Policy shall come into force provided that:

- (i) The Taking-Over Certificate or Completion / Occupancy Certificate has been issued and a copy of such certificate has been received by Insurers, and
- (ii) The Certificate of Approval has been issued and a copy of such certificate has been received by Insurers, and
- (iii) The Date of Issue of the Taking-Over Certificate or Occupancy Certificate is no later than 6 calendar months after the Estimated Date of Issue of the Taking-Over Certificate or Occupancy Certificate shown in the Schedule, and
- (iv) The Insured and Insurers have signed an Endorsement stating the Date of Issue of the Taking-Over Certificate or Occupancy Certificate and confirming such date as the date of Policy Coverage Inception.
- (v) Part Completion Certificate or Part Occupancy Certificate to the extent envisaged in the Construction Contract shall be in adherence to (i), (ii), (iii) and (iv) mentioned above

In case of Part Completion Certificate or Part Occupancy Certificate which was not envisaged in the Construction Contract or the Completion Certificate/ Occupancy Certificate being more than six calendar months after the estimated date shown in the Schedule, coverage will only incept on express written confirmation by Insurers and on terms and conditions agreed by Insurers.

Should the Date of Issue of the Taking-Over Certificate or Occupancy Certificate be more than 6 calendar months after the estimated date shown in the Schedule, coverage will only incept on express written confirmation by Insurers and on terms and conditions agreed by Insurers.

• **Transfer of Ownership of the Insured Property**

In case of Transfer of Ownership the Insured shall inform the Successor in writing of the existence and the conditions of this Policy and notify Insurers as soon as practicable indicating the identity of the Successor and the date of such transfer. As from the date of such transfer the Successor shall become the Insured under

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the Policy and be bound to all obligations and entitled to all interests and rights. All obligations, interests and rights of the original Insured shall terminate as from such date.

However, if no notice is given by the Insured or no evidence is provided by the Successor of the Transfer of Ownership within 3 months after the date of such transfer the Policy shall automatically terminate at the date of such transfer.

Should only a portion of Insured Property be transferred this condition shall apply only to that portion and not to any other portion of Insured Property.

• **Actual Value deviating from the Estimated Value Where at any time**

- (i) before the Date of Policy Coverage Inception or
- (ii) within the time allowed for declaration of the actual value of the Insured Property as stated in Condition Sum Insured of the Insured Property

it is apparent, or should be reasonably apparent, to the Insured that the actual value of the Insured Property at the Date of Policy Coverage Inception deviates from the Estimated Replacement Value by more than the automatic adjustment percentage stated in the Schedule, the Insured shall advise Insurers immediately providing full documents on such actual value and the reasons for its increase or decrease. In such case coverage will, as applicable, only incept or continue on express written confirmation and on terms and conditions agreed by Insurers.

• **Sum Insured of the Insured Property**

At the Date of Policy Coverage Inception the Sum Insured of the Insured Property shall correspond to the Estimated Value of the Insured Property at that date including costs of construction, design, management and supervision but exclude the value of land

The Insured shall declare such actual value not later than three calendar months after the Date of Policy Coverage Inception. If such value should deviate from the Estimated Value specified in the Schedule, or any other Estimated Value which has been agreed by Endorsement, the Sum Insured shall be adjusted so that it is equal to such actual value, subject to the increase or reduction not exceeding the automatic adjustment percentage stated in the Schedule, and such adjustment of the Sum Insured shall be formally stated by Endorsement.

• **Indexation during the Period of Insurance**

At any time during the Period of Insurance other than the Date of Policy Coverage Inception the Sum Insured shall correspond to the Sum Insured of the Insured Property at the Date of Policy Coverage Inception adjusted by application of the Indexation Factor stated in the Schedule as from the Date of Policy Coverage Inception.

If, at the date of settlement of a Loss, the indexation figure shows a variation of more than 10% in comparison with the index in force at the Policy Signing Date the Deductible of the policy, endorsements and the Limit of Indemnity, if any, shall be adjusted by application of the Indexation Factor as from the Policy Signing Date.

• **Full Insurance**

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If it is found, in the event of Loss, that the Sum Insured of the Insured Property is less than the Sum Insured which would correspond to the definition provided in Sum Insured of the Insured Property and Indexation during the Period of Insurance then the amount recoverable by the Insured shall be reduced in such proportion as the actual Sum Insured bears to the respective Sum Insured which would correspond to the definition..

• **Premium**

The Final Premium is equivalent to the Premium Rate stated in the Schedule applied to the Sum Insured of the Insured Property as provided for in Condition Sum Insured of the Insured Property and the Final Balance Premium shall be stated in an Endorsement together with the adjustment of Sum Insured as provided for in Condition Sum Insured of the Insured Property or any other Endorsement. The Deposit Premium is due irrespective of whether the Policy comes into force or not.

The Insured warrants that the Premium stated in the Schedule and any additional Premium as may be agreed by Endorsement will be paid and received by Insurers on or before midnight of the respective Due Date. If this warranty is not complied with, this Policy shall be void ab initio.

• **Unity of Policy**

The Schedule, the Definitions, all Conditions and Exclusions and any Endorsement are deemed to be integral parts of this Policy, and any word or expression to which a specific meaning has been attached in any part shall bear such meaning wherever it may appear.

• **Due Observance of Policy Terms**

The due observance and fulfilment of the terms of this Policy insofar as they relate to anything to be done or complied with by the Insured shall be a condition precedent to any liability of Insurers.

• **Technical Inspection Service**

The Insurer shall, within one month after the Policy Signing Date appoint the Technical Inspection Service company and collect the fees from the Insured as specified in the schedule .

Should the Technical Inspection Service Company not deliver the full service expected by Insurers, Insurers may at any time require cancellation of the appointment and the Insurer shall notify the Insured accordingly at the earliest possible date and Insurers shall appoint another company within thirty days of such notification. Any additional costs arising out of such change shall be borne equally by the Insured and Insurers.

• **Basis of Indemnity**

In the event of Loss, the basis Technical of indemnity shall be as follows:

- (a) In respect of collapse of or physical damage to the Insured Property the costs of replacing, repairing and/or strengthening those parts of the Insured Property thereby directly affected to a condition substantially the same but not better than or more extensive than their condition when new except insofar as it is necessary to alter that part of the Insured Property causing the collapse or physical damage to prevent any



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further such collapse or physical damage from occurring within the Period of Insurance;

- (b) In respect of threat of collapse or physical damage to the Insured Property the costs necessarily incurred by way of remedial measures to prevent an actual collapse of or physical damage to the Insured Property from occurring within the Period of Insurance, including but not limited to any temporary and/or provisional repair or strengthening works necessary to prevent any imminent collapse or physical damage.

Costs recoverable shall only be those actually incurred, which shall be confirmed by the production of settled invoices, accounts or other documents as may be required by Insurers.

Partial losses can be reinstated at pro rata premiums to time and Sum Insured if the loss ratio is less than 70%. If the loss ratio is in excess of 70%, the reinstatement premiums to be mutually agreed.

• **Material Change in Risk**

If at any time before or after the Date of Policy Coverage Inception any Material Change in Risk shall occur the Insured shall immediately give notice in writing of such Material Change in Risk to the Insurers, supplying, as soon as possible thereafter, any further particulars as the Insurers may reasonably require.

In the event of a Material Change in Risk, the continuance of this Policy shall be on terms and conditions to be agreed between the Insured and the Insurers. However, should the parties be unable to agree on new terms and conditions any Loss shall be covered only to the extent it would have been covered had the Material Change in Risk not occurred.

• **Reasonable Precautions**

The Insured shall take and cause to be taken at his own expense before and after the Date of Policy Coverage Inception all reasonable precautions to prevent Loss, including but not limited to compliance with:

- (a) All statutory obligations and regulations, and  
(b) The requirements of any government body, local authority or other public authority, and  
(c) Industry best practice in respect of construction and maintenance activities.

• **Documentation and Inspections**

The Technical Inspection Service company shall be provided by the Insured with full documentation related to the Project, including but not limited to plans, reports and specifications and any other information or document it may reasonably request.

Before and after the Date of Policy Coverage Inception representatives of Insurers and the Technical Inspection Service company shall, at any reasonable time, have the right to inspect and examine all or any part of the Insured Property and such representatives shall be provided by the Insured with any further documents or other information pertaining to the Insured Property they may be reasonably request.

• **Claims**

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In the event of Loss, the Insured shall have following obligations:

- (a) The claim intimations can be sent in any one way mentioned above.
- (b) Upon receipt of claim intimation preliminary information shall be sought.
- (c) Upon receipt of preliminary information company may depute a surveyor or independent technical expert.
- (d) List of requirements to be provided to insured.
- (e) Insured shall be required to submit the claim documents and provide clarification wherever required by surveyor/technical expert.
- (f) Basis the documents submitted by insured the surveyor/technical expert will issue their report recommending to pay or repudiate the loss
- (g) Claim to be processed as per surveyor's recommendation.

If a claim is made and rejected, which means that liability under this Policy is declined in writing by Insurers, and no reference to Mediation under Condition of Mediation is commenced by the Insured within three months after dispatch of such rejection, then, for all purposes, the claim shall be taken as having been abandoned and shall not be recoverable under this Policy.

#### • **Subrogation**

The Insured shall, at the expense of Insurers, do and concur in doing and permit to be done, all such acts and things as may be necessary or reasonably required by Insurers for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which Insurers shall be or would become entitled or subrogated, upon their paying for or making good any Loss, whether such acts and things shall be or become necessary or required before or after the Insured's indemnification by Insurers.

The Insured shall not waive or modify any rights in relation to the Insured Property against any party engaged directly or indirectly on the Project including but not limited to designers, consultants, suppliers, contractors, subcontractors or any occupier or tenant.

#### • **Mediation**

Both parties agree to try in good faith to settle any Dispute by non-binding mediation prior to a reference to arbitration in accordance with Condition of Arbitration

#### • **Arbitration**

Subject to Condition of Mediation, any Dispute shall be settled by the Indian and Conciliation Arbitration Act 1996 and its subsequent amendments.

The seat of the arbitration shall be Mumbai

This condition remains valid, should the Policy become void.

#### • **Contribution**

This Policy is not to be called upon in contribution and is only to pay for any Loss or costs, expenses or professional fees if and so far as not recoverable under any other insurance policy.

#### • **Applicable Law and Jurisdiction**

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Subject to Conditions 17 and 18, the construction validity and performance of this Policy shall be in all respects governed exclusively by and interpreted in accordance with the applicable Law and Jurisdiction specified in the Schedule.

• **Policy Cancellation Clause**

The policy may be cancelled by the Insured without assigning any reason prior to the Policy Coverage Inception date and the insurers shall retain thirty percent of the hundred percent policy premiums.

The policy may be cancelled by the Insurer prior to the Policy Coverage Inception date only in case of fraud, misrepresentation, non-disclosure of material facts and non-cooperation by giving 15 days' notice. In such case, fifty percent of the hundred percent policy premiums paid shall be forfeited by the Insurers.

The policy may be cancelled by the Insured after the Policy Coverage Inception only on account of "faulty title " court award by giving 15 days' notice. In such a case, pro rata refund shall be applicable or a refund of seventy percentage of the hundred percent policy premium paid, whichever is minimum, shall be made to the insured after deducting claims incurred until the date of cancellation of the policy.

The policy may be cancelled by the Insurer to the extent of Non Receipt of the Part Completion Certificate or Part Occupancy Certificate as envisaged in item Policy Coverage Inception Condition by the Insurers within two years of the Estimated Date of issue of Completion Certificate or Occupancy Certificate shown in the schedule. In Such case the insurers shall be entitled to retain Fifty Percentage of the hundred percent policy premiums of the part which has non receipt of such certificate after deducting claims incurred on the policy until such date of cancellation.

In case of revocation of the Completion Certificate / Occupancy Certificate the policy shall be deemed to be cancelled to the extent of such revocation and from the date of such revocation. In such case, there shall be no refund of the Premium payable. Should the Completion Certificate / Occupancy Certificate be re-invoked by the Sanctioning authority , the policy may be re-invoked at the discretion of the insurer by providing written confirmation until the end of the period of insurance and at terms to be agreed by the Insurers.

• **Sanctions Clause (LMA3100)**

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or to any Iran related sanction prohibition or restriction of the United States of America.

• **Grievance Redressal:**

GRIEVANCES REDRESSAL PROCEDURE:

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**Policy Wording – Latent Defect Insurance Policy**

**UIN:**

Bharti AXA General Insurance Company Limited, "HOSTO CENTER" 1st Floor No.43,Millers Road. Vasanth Nagar. Bangalore -560046

Ph: 080-40261000, CIN : U66030KA2007PLC043362 Website:www.bharti-axagi.co.in, IRDAI Reg. No.: 139





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### **Bharti AXA General Insurance Company Limited**

The Company is committed to extend the best possible services to its customers. However, If Policyholder/Insured Person have a grievance that he/she wish us to redress, he/she may contact the Company with the details of their grievance via:

- Website: [www.bharti-axa.co.in](http://www.bharti-axa.co.in)
- Email: [customer.service@bharti-axa.com](mailto:customer.service@bharti-axa.com)
- Phone: 022-6118888080
- Courier: Any of the Company's Branch office or corporate office

Policyholder/Insured/ Insured Person may also approach the grievance cell at any of the Company's branches with the details of the grievance during working hours from Monday to Friday.

#### **Escalation Level 1**

In case the Policyholder/Insured/Insured Person has not got his/her grievances redressed through one of the above methods (After 5 days of intimating of your complaint), Policyholder/ Insured/ Insured Person may contact the National Grievance Redressal Officer at :

Write to: Bharti AXA General Insurance, Spectrum Towers, 3rd floor, Malad Link Road, Malad (west), Mumbai- 400064

Call: 022-48815939

Email: [NGRO@bharti-axa.com](mailto:NGRO@bharti-axa.com)

3rd floor, Spectrum Tower, Rajan Pada  
MindSpace, Malad (W), Mumbai - 400 064

#### **Escalation Level 2**

In case the Policyholder/ Insured/Insured Person has not got his/her grievances redressed through any of the above methods (After 5 days of approaching National Grievance Redressal Officer), Policyholder/ Insured/ Insured Person may contact the Chief Grievance Redressal Officer at:

Email : [CGRO@bharti-axa.com](mailto:CGRO@bharti-axa.com)

#### **Escalation Level 3**

In case the Policyholder/ Insured/Insured Person has not got his/her grievances redressed by the Company within 14 days, or, If Policyholder/ Insured/Insured Person is not satisfied with Company's redressal of the grievance through one of the above methods, Policyholder/ Insured/ Insured Person may approach the nearest Insurance Ombudsman for resolution of their grievance. The contact details of Ombudsman offices are mentioned below. Policy holder may also obtain copy of IRDAI circular Ref No. F. No. IRDAI/Reg/8/145/2017, notification on Insurance Regulatory and Development Authority (Protection of Policy holders' interests) Regulations, 2017 from any of our offices.



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**Bharti AXA General Insurance Company Limited**  
**Grievance Redressal Cell of the Consumer Affairs Department of IRDAI**

The insurance company should resolve the complaint within a reasonable time. In case if it is not resolved within 15 days or if the Insured/Insured Person is unhappy with their resolution you can approach the Grievance Redressal Cell of the Consumer Affairs Department of IRDAI.

- Website: [igms.irda.gov.in](http://igms.irda.gov.in)
- Email: [complaints@irda.gov.in](mailto:complaints@irda.gov.in)
- Toll Free Number 155255 (or) 1800 4254 732

**1. LIST OF OMBUDSMEN:**

OFFICE DETAILS
<b>AHMEDABAD - Shri/Smt.....</b> Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email: <a href="mailto:bimalokpal.ahmedabad@ecoi.co.in">bimalokpal.ahmedabad@ecoi.co.in</a>
<b>BENGALURU - Smt. Neerja Shah</b> Office of the Insurance Ombudsman, Jeevan Soudha Building,PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: <a href="mailto:bimalokpal.bengaluru@ecoi.co.in">bimalokpal.bengaluru@ecoi.co.in</a>
<b>BHOPAL - Shri Guru Saran Shrivastava</b> Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203 Email: <a href="mailto:bimalokpal.bhopal@ecoi.co.in">bimalokpal.bhopal@ecoi.co.in</a>
<b>BHUBANESHWAR - Shri/Smt.....</b> Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429 Email: <a href="mailto:bimalokpal.bhubaneswar@ecoi.co.in">bimalokpal.bhubaneswar@ecoi.co.in</a>
<b>CHANDIGARH - Dr. Dinesh Kumar Verma</b>

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### Bharti AXA General Insurance Company Limited

OFFICE DETAILS
Office of the Insurance Ombudsman, S C O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email: bimalokpal.chandigarh@ecoi.co.in
<b>CHENNAI - Shri M. Vasantha Krishna</b> Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 Email: bimalokpal.chennai@ecoi.co.in
<b>DELHI - Shri/Smt.....</b> Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23232481/23213504 Email: bimalokpal.delhi@ecoi.co.in
<b>GUWAHATI - Shri Kiriti .B. Saha</b> Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: bimalokpal.guwahati@ecoi.co.in
<b>HYDERABAD - Shri I. Suresh Babu</b> Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 67504123 / 23312122 Fax: 040 - 23376599 Email: bimalokpal.hyderabad@ecoi.co.in
<b>JAIPUR - Smt. Sandhya Baliga</b> Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363

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### Bharti AXA General Insurance Company Limited

OFFICE DETAILS
Email: <a href="mailto:bimalokpal.jipur@ecoi.co.in">bimalokpal.jipur@ecoi.co.in</a>
<b>ERNAKULAM - Ms. Poonam Bodra</b> Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: <a href="mailto:bimalokpal.ernakulam@ecoi.co.in">bimalokpal.ernakulam@ecoi.co.in</a>
<b>KOLKATA - Shri/Smt.....</b>  Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341 Email: <a href="mailto:bimalokpal.kolkata@ecoi.co.in">bimalokpal.kolkata@ecoi.co.in</a>
<b>LUCKNOW -Shri/Smt.....</b> Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: <a href="mailto:bimalokpal.lucknow@ecoi.co.in">bimalokpal.lucknow@ecoi.co.in</a>
<b>MUMBAI - Shri Milind A. Kharat</b> Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052 Email: <a href="mailto:bimalokpal.mumbai@ecoi.co.in">bimalokpal.mumbai@ecoi.co.in</a>
<b>NOIDA - Shri/Smt.....</b> Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514250 / 2514252 / 2514253 Email: <a href="mailto:bimalokpal.noida@ecoi.co.in">bimalokpal.noida@ecoi.co.in</a>

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**Bharti AXA General Insurance Company Limited**

OFFICE DETAILS
<b>PATNA - Shri/Smt.....</b> Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building,, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952 Email: bimalokpal.patna@ecoi.co.in
<b>PUNE - Shri/Smt.....</b> Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-41312555 Email: bimalokpal.pune@ecoi.co.in



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