



WITH YOU ALWAYS

Inherent Defects Insurance Policy

UIN: IRDAN108CP0002V01201819

POLICY WORDINGS

Tata AIG General Insurance Co. Ltd.

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IRDA of India Registration No: 108 CIN:U85110MH2000PLC128425

Principal Operative Clauses

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.

Policy Deductible (any one loss)

Sum Insured up to INR 200,000,000 – 10% of the Loss amount Subject to a minimum of INR 100,000 and Maximum of INR 4,000,000

Sum Insured More than INR 200,000,000 but less than INR 1,000,000,000 : 10% of the Loss amount subject to a minimum of INR 200,000 and maximum of 35,000,000

Sum Insured More than INR 1,000,000,000 : 10% of the loss amount Subject to a minimum of 500,000 and a maximum of INR 40,000,000 or 1% of TSI whichever is higher

1 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

(d) Defects Liability Period

The period agreed in the Construction Contract, starting at 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

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

(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 Condition 2.1

(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 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 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

2 Latent Structural Defects Insurance

2.1 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.

2.2 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.

2.3 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.

2.4 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.

2.5 Special Exclusions

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;

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;

- (b) Inadequate maintenance
- (c) Fire, lightning, explosion;
- (d) Flood, inundation, storm surge, earthquake, tsunami, volcanic eruption, frost, drought;

- (e) 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;
- (f) 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;
- (g) 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.
- (h) Wear & tear, deterioration, ageing, change in colour or texture, discoloration and/or staining;
- (i) Ingress of water;
- (j) Insect, animal or vermin damage;
- (k) 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 ;
- (l) 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;
- (m) Any consequential or economic loss or damage of any kind, including but not limited to loss of use, loss of rent, penalties;
- (n) 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;
- (o) 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;
- (p) 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;
- (q) Any loss of or damage to ground or property other than what is specified in the Schedule as Insured Property;
- (r) The use of any unproven and/or non-standard and/or innovative material or product, unless:
 - 1. It has been certified by a recognized national or international organisation, and
 - 2. Such certification has been made available to the Technical Inspection Service and Insurers, and
 - 3. Insurers have confirmed in writing their approval of such use;
- (s) 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.
- (t) 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

3 General Exclusions

3.1 War and Allied Perils

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.

3.2 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.

3.3 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.

3.4 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.

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.

4 Policy Conditions

4.1 Policy Coverage Inception

This Policy shall come into force provided that:

- (a) The Taking-Over Certificate or Occupancy Certificate has been issued and a copy of such certificate has been received by Insurers, and
- (b) The Certificate of Approval has been issued and a copy of such certificate has been received by Insurers, and
- (c) 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
- (d) 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.

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.

4.2 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 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.

4.3 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 4.4

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.

4.4 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.

4.5 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.

4.6 Full Insurance

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 Conditions 4.4 and 4.5 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..

4.7 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 4.4 and the Final Balance Premium shall be stated in an Endorsement together with the adjustment of Sum Insured as provided for in Condition 4.4 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.

4.8 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.

4.9 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.

4.10 Technical Inspection Service

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.

4.11 Basis of Indemnity

In the event of Loss, the basis 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 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 if the indexed loss ratio is less than 70%. If the loss ratio is in excess of 70%, the reinstatement premiums to be mutually agreed.

4.12 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.

4.13 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.

4.14 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.

4.15 Claims

In the event of Loss, the Insured shall:

- (a) Immediately notify Insurers by email via the address specified in the Schedule, giving an indication as to the nature and extent of the Loss and confirm such advice in writing as soon as possible;
- (b) Supply as soon as possible all such information and documentary evidence in relation to the Loss as Insurers may at any stage require;
- (c) Preserve anything that might prove necessary or useful by way of evidence in connection with the Loss and make it available for inspection by a representative of Insurers;
- (d) Take such immediate action, do and concur in doing and permit to be done all things which may be reasonably practicable to minimise or to avoid or diminish the Loss, and to prevent any repetition in that or any other part of the Insured Property;
- (e) Advise Insurers of any other insurance, which may cover the Loss, or any part thereof, which has been notified under this Policy.

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 4.17 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.

4.16 Subrogation

The Insured and any claimant under this Policy shall at the expense of the Company do and concur in doing and permit to be done all such acts and things that may be necessary or reasonably required by the Company for the purpose of enforcing any right and remedies or obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated upon the Company paying for or making good any loss or damage under this Policy whether such acts and things shall be or become necessary or required before or after the Insured's indemnification by the Company.

4.17 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 4.18.

4.18 Arbitration

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

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

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

It is also hereby expressly agreed and declared that if the Company shall disclaim liability to the Insured for any claim hereunder, and such claim shall not within 12 calendar months from the date of such disclaimer have been made the subject matter of a suit in a Court of Law, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

4.19 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.

4.20 Applicable Law and Jurisdiction

Subject to Conditions 4.17 and 4.18, 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.

4.21 Policy Cancellation Clause

We may cancel this Policy / Certificate of Insurance at any time on grounds of mis-representation, fraud, non-disclosure of material facts or noncooperation of the insured by giving you 15 Days notice delivered to You or mailed to Your last address as shown by Our records, stating when such cancellation shall be effective. In the event of cancellation of this Policy on grounds of mis-representation, fraud, non-disclosure of material facts, the policy shall stand cancelled ab-initio and there will be no refund of premium. In the event the policy is cancelled on grounds of non-cooperation of the insured or If you cancel the Policy, the premium shall be computed in accordance with Our short rate table for the period the Policy has been in force provided no claim has occurred up to the date of cancellation. In the event a claim has occurred in which case there shall be no return of premium.

4.22 Sanctions Clause (LMA3100)

No insurer shall be deemed to provide cover and no 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 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.

Endorsement List

A. Ingress of water from building flat roofs; flat roofs being defined as roofs with slope less than 5 degrees.

The policy is extended to cover ingress of water from flat roofs on the following basis:

i) For the purpose of this Endorsement the Definition1 (b) Certificate of Approval is amended as follows:

The documentation issued by the Technical Inspection Service on the 1st Anniversary of the completion of the project advising insurers on performance of the water proofing of the flat roof as per recognised technical standards in relation to the cover provided by this policy.

ii) The cover is provided subject to the water proofing vendor, process and the materials used are approved by the Technical Inspection Service agency and any warranty offered by the water proofing company would inure to the benefit of the insurers.

iii) The basis of claim settlement in respect of an Latent Defect of water proofing elements shall be

a) The cost of repairing or replacing that part of the water proofing of the flat roof of the premises which is damaged by an Latent defect in such water proofing;

b) Replacing those parts of the premises included in the Total Sums Insured and damaged as a result of Latent defects in the water proofing of the flat roof;

iv) Such Latent defect is first discovered and notified to the insurers during the period of water proofing insurance.

Special conditions applying to this endorsement:

This endorsement does not indemnify the insured for damage caused by or due to:

a) Inadequate Maintenance;

b) Abnormal use of the property;

c) Imposition of a load greater than for which the structural premises has been designed;

d) Structural alterations, repairs, modifications, surface finishing operations which materially affect the water proofing quality of the premises;

Period of water ingress Insurance: 4 years starting after the issue of the Certificate of Approval

Limit of indemnity: 1% of TSI any one compound but not exceeding INR 30 mio in the aggr

Deductible: 10% of the loss minimum INR 50,000 per roof per calendar quarter

B. Ingress of water from basement; basement being defined as the structure of the building below the ground.

The policy is extended to cover ingress of water from basement on the following basis:

i) For the purpose of this Endorsement the Definition1 (b) Certificate of Approval is amended as follows:

The documentation issued by the Technical Inspection Service on the 1st Anniversary of the completion of the project advising insurers on performance of the water proofing of the basement as per recognised technical standards in relation to the cover provided by this policy;

- ii) The cover is provided subject to the water proofing vendor, process and the materials used are approved by the Technical Inspection Service agency and any warranty offered by the water proofing company would inure to the benefit of the insurers.

The basis of claim settlement in respect of a Latent Defect of water proofing elements shall be:

- a) The cost of repairing or replacing that part of the water proofing of the basement of the premises which is damaged by an Latent defect in such water proofing;
- b) Replacing those parts of the premises included in the Total Sums Insured and damaged as a result of Latent defects in the water proofing of the basement;
- iii) Such Latent defect is first discovered and notified to the insurers during the period of water proofing insurance.

Special conditions applying to this endorsement:

This endorsement does not indemnify the insured for damage caused by or due to:

- a) Inadequate Maintenance;
- b) Abnormal use of the property;
- c) Imposition of a load greater than for which the structural premises has been designed;
- d) Structural alterations, repairs, modifications, surface finishing operations which materially affect the water proofing quality of the premises;

Period of water proofing Insurance: 4 years starting after the issue of the Certificate of Approval.

Limit of indemnity: 1% of TSI any one compound period but not exceeding INR 30 mio in the aggregate;

Deductible: Deductible: 10% of the loss minimum INR 50,000 per calendar quarter

C. Ingress of water from the external façade ; the external façade being described as the envelope to the building including external walls and external panels, if any

(ONLY FOR COMMERCIAL BUILDINGS)

The policy is extended to cover ingress of water from the external façade on the following basis:

- i) For the purpose of this Endorsement, the Definition 1(b) Certificate of Approval is amended as follows:

The documentation issued by the Technical Inspection Service on the 1st Anniversary of the completion the project advising insurers on performance of the water proofing of the facade as per recognised technical standards in relation to the cover provided by this policy;

- ii) The cover is provided subject to the water proofing vendor, process and the materials used are approved by the Technical Inspection Service agency and any warranty offered by the water proofing company would inure to the benefit of the insurers.
- iii) The basis of claim settlement in respect of an Latent Defect of water proofing elements shall be:
- a) The cost of repairing or replacing that part of the facade of the premises which is damaged by an Latent defect in such water proofing;
- b) Replacing those parts of the premises included in the Sums Insured and Damaged as a result of Latent defects in the water proofing of the facade.
- iv) Such Latent defect is first discovered and notified to the insurers during the Period of water proofing insurance;

Special conditions applying to this endorsement:

This endorsement does not indemnify the insured for damage caused by or due to

- a) Inadequate maintenance;
- b) Abnormal use of the property;

- c) Imposition of a load greater than for which the structural premises has been designed;

- d) Structural alterations, repairs, modifications, surface finishing operations which materially affect the water proofing quality of the premises;

Period of water proofing Insurance: 4 years starting after the issue of the Certificate of Approval.

Limit of indemnity: 1% of TSI any one compound but not exceeding INR 30 mio in aggr

Deductible: 10% of the loss minimum INR 400,000 per calendar quarter

D. Floor tiling in the apartment:

The policy is endorsed to cover vitrified tiles used for the flooring in the apartment for

- i) Ballooning of the tiles.
- ii) Cracking or collapse of the tiles;

Hereafter referred to as failure.

Provided

- a) the process and the material of tile laying is pre-approved by the Insurers or their representatives;

- b) inspection by Technical Inspection Service is carried out during the laying of the tiles

- c) Insurers have received an unqualified Certificate of Approval from the Technical Inspection Services following such inspections;

The basis of claim settlement in respect of an Latent Defect due to the failure shall be limited to the cost of repairing or replacing the affected tiles with a tile of similar color without any liability for continuity of original pattern or design.

Special conditions applying to this endorsement:

This endorsement does not indemnify the insured for damage caused by or due to:

- a) Inadequate maintenance;
- b) Abnormal use of the property;
- c) Imposition of a load greater than for which the structural premises has been designed;
- d) Structural alterations, repairs, modifications, surface finishing operations which materially affect the tile quality or any water tightness;

Period of tile Insurance: 2 years starting after the issue of the Certificate of Approval.

Limit of indemnity: 1% of TSI any one compound for the policy period but not exceeding INR 20 mio in the aggregate

Deductible: 10% of the loss minimum INR 40,000 per apartment

E. Alternate Rentals:

In the event of a valid claim under the policy, should the either the Municipal Authorities or the Technical Inspection Services company recommend the evacuation of the building, whether partial or complete to facilitate necessary repairs, the policy is hereby extended to indemnify the cost of rentals for similar type , quality and cost of the accommodation.

The policy will exclude any cost associated with the relocation of the tenants.

Limit of indemnity for alternate rentals: maximum three months rent per affected apartment but not exceeding INR 150,000 per apartment and INR 10,000,000 in the aggregate.

Deductible: 10 % of the Alternate rentals

Grievance Lodgment Stage

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

Inherent Defects Insurance Policy

UIN: IRDAN108CP0002V01201819



WITH YOU ALWAYS

Call us 24X7 toll free helpline 1800 266 7780

Email us at customersupport@tataaig.com

Write to us at : Customer Support, Tata AIG General Insurance Company Limited

A-501 Building No. 4 IT Infinity Park, Dindoshi, Malad (E), Mumbai - 400097

Visit the Servicing Branch mentioned in the policy document

Nodal Officer

Please visit our website at www.tataaig.com to know the contact details of the Nodal Officer for your servicing branch.

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

Escalation Level 1

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

Escalation Level 2

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

INSURANCE OMBUDSMAN CENTRES

Office of the Ombudsman	Address and Contact Details	Jurisdiction of Office Union Territory, District
AHMEDABAD	Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th Floor, Tilak Marg, Relief Road, Ahmedabad - 380 001. Tel.: 079 - 25501201/ 02/05/06 Email: bimalokpal.ahmedabad@ecoi.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
BENGALURU	Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19, Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, Bengaluru – 560 078. Tel.: 080-26652048/ 26652049 Email: bimalokpal.bengaluru@ecoi.co.in	Karnataka
BHOPAL	Office of the Insurance Ombudsman, JanakVihar Complex,	Madhya Pradesh, Chattisgarh

	2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 – 2769201/ 2769202 Fax: 0755 - 2769203 Email: bimalokpal.bhopal@ecoi.co.in	
BHUBANESHWAR	Office of the Insurance Ombudsman, 62, Forest Park, Bhubneswar - 751 009. Tel.: 0674 – 2596461/ 2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@ecoi.co.in	Orissa
CHANDIGARH	Office of the Insurance Ombudsman, S.C.O. No. 101,102 & 103, 2nd Floor, Batra Building, Sector 17-D, Chandigarh - 160 017. Tel.: 0172 – 2706196/ 2706468 Fax: 0172 - 2708274 Email: bimalokpal.chandigarh@ecoi.co.in	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh
CHENNAI	Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, Chennai-600 018. Tel.: 044-24333668 / 24335284 Fax: 044 - 24333664 Email: bimalokpal.chennai@ecoi.co.in	Tamil Nadu, Pondicherry Town and Karaikal (which, are part of Pondicherry).
DELHI	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011-23239633/ 23237532 Fax: 011 - 23230858 Email: bimalokpal.delhi@ecoi.co.in	Delhi
GUWAHATI	Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar Over Bridge, S.S. Road, Guwahati – 781001 (ASSAM). Tel.: 0361-2132204/2132205 Fax: 0361 - 2732937 Email: bimalokpal.guwahati@ecoi.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
HYDERABAD	Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court" Lane, Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040-65504123/ 23312122 Fax: 040 - 23376599 Email:	Andhra Pradesh, Telangana, Yanamand part of Territory of Pondicherry.

