

ALLIANZ INSURANCE LANKA LTD  
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## CONTRACTORS' PLANT AND MACHINERY INSURANCE POLICY

This policy should be read carefully and if it is incorrect or does not provide the covers required it should be returned immediately for correction.

WHEREAS the Insured by a written proposal which together with any other statements made in writing which shall be the basis of this contract and be held as incorporated herein has applied to **ALLIANZ INSURANCE LANKA LIMITED** (hereinafter called 'the Insurers') for the indemnity hereinafter contained, and has paid or agreed to pay to the Insurers the Premium stated in the schedule in consideration thereof.

The Insurers hereby agree that subject to the terms, Exceptions, Conditions and Provisions contained herein or endorsed hereon that if at any time during the period of insurance stated in the Schedule or during any subsequent period for which the Insured pays and the Insurers may accept the premium for the renewal of this Policy, the items (or any part thereof) entered in the Schedule, whilst at the location or in the geographical area mentioned therein, shall suffer any unforeseen and sudden physical loss or damage from any cause not specifically excluded in a manner necessitating repair or replacement,

The Insurers will indemnify the insured in respect of such loss or damage as hereinafter provided by payment in cash, replacement or repair at their own option up to an amount not exceeding in any one year of insurance in respect of each of the items specified in the Schedule the sum set opposite thereto and not exceeding in all the total sum expressed in the Schedule as insured hereby.

This Policy shall apply whether the Insured items are at work or at rest or being dismantled for the purpose of cleaning or overhauling, or in the course of the aforesaid operations themselves, or in the course of subsequent re-erection, but in any case, only after successful commissioning.

### Exclusions

The Insurers shall not be liable for:-

- a) the deductible stated in the Schedule to be borne by the Insured in any one occurrence. If more than one item is lost or damaged in one occurrence, the Insured shall not however, be called upon to bear more than the highest single deductible applicable to such items;
- b) loss or damage due to electrical or mechanical breakdown, failure, breakage or derangement, freezing of coolant or other fluid, defective lubrication or lack of oil or coolant, but if as a consequence of such breakdown or derangement an accident occurs causing external damage, such consequential damage shall be identifiable.
- c) loss of or damage to replaceable parts and attachments such as bits, drills, knives or other cutting edges, saw blade, dies, moulds, patterns, pulverizing and crushing surfaces, screens and sieves, ropes, belts, chains, elevator and conveyor belts, batteries, tyres, connecting wires and cables, flexible pipes, jointing and packing material regularly replaced;
- d) loss or damage due to explosion of any boiler or pressure vessel subject to internal steam or fluid pressure or of any internal combustion engine.
- e) loss of or damage to vehicles designed and licensed for general road use unless these vehicles are exclusively used on construction sites.
- f) loss of or damage to waterborne vessels or crafts.
- g) loss or damage due to total or partial immersion in tidal waters.
- h) loss or damage whilst in transit unless otherwise agreed by endorsement.

- i) loss or damage as a direct consequence of the continual influence of operation (e.g. wear and tear, corrosion, rust, deterioration due to lack of use and normal atmospheric conditions);
- j) loss or damage occurring whilst any insured item is undergoing a test of any kind or is being used in any manner or for any purpose other than that for which it was designed.
- k) loss of or damage to plant and / or machinery working underground unless otherwise agreed by endorsement.
- l) loss or damage directly or indirectly caused by, or arising out of, or aggravated by war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny, riot, strike, lock-out, civil commotion, military or usurped power, a group of malicious persons or persons acting on behalf of or in connection with any political organization, conspiracy, confiscation, commandeering, requisition or destruction or damage by order of any government de jure or de facto or by any public authority;
- m) loss or damage directly or indirectly caused by, or arising out of, or aggravated by nuclear reaction, nuclear radiation or radioactive contamination.
- n) loss or damage due to any faults or defects existing at the time of commencement of this Policy within the knowledge of the Insured or his representatives, whether such faults or defect were known to the Insurers or not.
- o) loss or damage directly or indirectly caused by, or arising out of, or aggravated by the willful act or willful negligence of the Insured or his representatives.
- p) loss or damage for which the supplier or manufacturer is responsible either by law or under contract.
- q) consequential loss or liability of any kind or description.
- r) loss or damage discovered only at the time of taking an inventory or during routine servicing.

In any action, suit or other proceeding where the Insurers allege that by reason of the provisions of exclusions under (l) to (q) above any loss, destruction or damage is not covered by this Policy, the onus of proving that such loss, destruction or damage is covered shall be upon the Insured.

## Provisions

### 1 - The Sum Insured

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

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

### 2 - Basis of Loss Settlement

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

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

No deduction shall be made for depreciation in respect of parts replaced, but the value of any salvage shall be taken into account.

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

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

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

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

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

The amount payable by the insurers according to the above-mentioned provisions shall be reduced by the deductible stated in the schedule.

The Insurers will make payments only after being satisfied by production of the necessary bills and documents that the repairs have been effected or replacement has taken place as the case may be.

### 3 - Conditions

The Schedule shall be deemed to be incorporated in and form part of this Policy and the expression "this Policy" wherever used in this contract shall be read as including the Schedule. Any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such meaning wherever it may appear.

#### Minimizing loss

The Insured shall at his own expense take all reasonable precautions and comply with all reasonable recommendations of the Insurers to prevent loss damage or liability and comply with statutory requirements and manufacturers' recommendations.

#### Inspection of risk

(a) Representatives of the Insurers shall at any reasonable time have the right to inspect and examine the risk and the Insured shall provide the representatives of the Insurers with all details and information necessary for the assessment of the risk.

(b) The Insured shall immediately notify the Insurers by telegram and in writing of any material change in the risk and cause at his own expense such additional precautions to be taken as circumstances may require, and the scope of cover and/or premium shall, if necessary, be adjusted accordingly.

#### Alterations

No material alteration shall be made or admitted by the Insured whereby the risk is increased unless the continuance of the insurance be confirmed in writing by the Insurers.

#### Claims

1. In the event of any occurrence which might give rise to a claim under this Policy, the Insured shall:
  - (a) immediately notify the Insurers by telephone or telegram as well as in writing, giving an indications to the nature and extent of loss or damage ;
  - (b) take all steps within the Insured's power to minimize the extent of the loss or damage;

- (c) preserve the parts affected and make them available for inspection by a representative or surveyor of the Insurers ;
- (d) furnish all such information and documentary evidence as the Insurers may require;
- (e) inform the police authorities in case of loss or damage due to theft or burglary.

The Insurers shall on no account be liable for loss or damage for which no notice has been received by the Insurers within 14 days of its occurrence.

Upon notification being given to the Insurers under this condition, the Insured may carry out the repairs of any minor damage or replace items, which have sustained any minor damage. In all other cases a representative of the Insurers shall have the opportunity of inspecting the loss or damage before any repairs or alterations are effected. If a representative of the Insurers does not carry out the inspection within a period of time, which could be considered as adequate under the circumstances, the Insured shall be entitled to proceed with the repairs or replacement.

Nothing contained herein shall prevent the insured from taking such steps as are absolutely necessary for the upkeep of operations at the respective construction site.

The liability of the Insurers under this Policy in respect of any item sustaining damage shall cease if the said item is not repaired properly without delay.

2. The Insured shall at the expense of the Insurers do and concur in doing and permit to be done all such acts and things as may be necessary or required by the Insurers in the interest of any rights or remedies, or of obtaining relief or indemnity from parties (other than those insured under this Policy) to which the Insurers shall be or would become entitled or subrogated upon their 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 Insurers.
3. If a claim is in any respect fraudulent, or if any false declaration is made or used in support thereof, or if any fraudulent means or devices are used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy, or if a claim is made and rejected and no action or suit is commenced within three months after such rejection or, in case of arbitration taking place as provided herein, within three months after the Arbitrator or Arbitrators or Umpire have made their award, all benefit under this Policy in respect of such claim shall be forfeited.

#### **Other Insurances**

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

#### **Cancellation**

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

#### **Arbitration**

If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted), such difference shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or, if they cannot agree upon a single Arbitrator, to the decision of two Arbitrators, one to be appointed in writing by each of the parties within one calendar month after having been required in writing so to do by either of the parties, or, in case the Arbitrators do not agree, of an Umpire to be appointed in writing by the Arbitrators before entering upon the reference. The Umpire shall sit with the Arbitrators and preside at their meetings. The making of an award shall be a condition precedent to any right of action against the Insurers.

## Observance of Terms and Conditions

The due observance and fulfillment of the terms of this Policy in so far as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers in the proposal and/or any other statements made by the Insured shall be a condition precedent to any liability of the Insurers.

## Data Recognition Clause

This Policy does not cover damage or consequential loss, cost, claim or expense, whether preventative or otherwise of whatsoever nature directly or indirectly caused by or consisting of or arising from:

1. Any erasure, loss, distortion or corruption of information or data of any computer system or network, computer hardware or software, data processing equipment, computerized component, media, microchip, embedded chip, integrated circuit or similar devices or other records.
- or
2. The failure, malfunction or inadequacy of any computer system or network, any computer hardware, or software, data processing equipment, computerized component, media, microchip, embedded chip, integrated circuit or similar devices, or other records whether the property of the insured or not, and whether occurring before, during or after the year 2000.
  - a) To correctly recognize any date as its true calendar date.
  - b) To capture, save or retain and/or correctly to manipulate, interpret or process any data or information or command or instruction as a result of treating any date otherwise than as its true calendar date.
  - c) To capture, save or retain or correctly to process or interpret any data or information as a result of the operation of any command which has been programmed into computer system or network, specially any computer hardware or software, data processing equipment, computerized component, media, microchip, embedded chip, integrated circuit or similar devices, being a command which causes erasure, loss, distortion or corruption of data or information or the inability to capture, save, retain or correctly to process such data on or after any date.

## Stamp Duty

It is hereby certified that the stamp duty shown in the schedule of the policy payable in respect of the property covered has been compounded in terms of section 7 of the Stamp Duty Act. No 12 of 2006

## PREMIUM PAYMENT WARRANTY

Notwithstanding anything herein contained but subject to clause 2 and 3 hereof, it is hereby agreed and declared that the full premium due and payable in respect of this insurance is required to be settled to the Insurer (The Company) on or before the premium due date specified in the Schedule of this Policy, Renewal Certificate, Endorsement or Cover Note (which shall be a date not exceeding 60 days from the date of inception of the policy) and in the absence of any such premium due date, the full settlement of the premium is required to be made or effected on or before the expiry of the 60th day from the date of inception of this Policy, Renewal Certificate, Endorsement or Cover Note (hereinafter referred to as the "due date").

For the purpose of this warranty the "due date" shall be recognized from the date of inception or commencement of the coverage.

It is also declared and agreed that the settlement of the full premium on or before the due date shall operate as a condition precedent to the insurer's (The Company's) liability or an obligation to settle a claim under this Policy, Renewal Certificate, Endorsement or Cover Note. In the event any claim arises between date of commencement of this insurance and the "due date" for the settlement of premium, the

insurer (The Company) may defer any decision on liability or postpone the settlement of any such claim until full settlement of the premium is affected on or before the “due date”.

It is also declared and agreed that where the full premium payable hereunder remains outstanding as at the closure of business of the insurer on the “due date”, then the cover under this insurance and any obligations assumed or imputed under this insurance shall stand to be cancelled, ceased and revoked immediately.

However, such cancellation will not prejudice the rights of the insurer (The Company) to invoke any legal defenses or to recover the full or any part of the defaulted premium attributable to the expired period of the insurance.

#### **DATA PRIVACY & PROTECTION**

The Insurer is strongly committed to conducting its business in full compliance, and in accordance with applicable Data Privacy protection laws and regulations. All privacy related matters are governed by Allianz Privacy Notice which is available on the Insurer’s official website <https://www.allianz.lk/data-privacy-notice.html> . The said privacy notice explains how and what type of personal data will be collected, why it is collected and to whom it is shared or disclosed. Further, the Insurer is committed to keep your Personal Data only so long as necessary to fulfill the purposes for which the data was collected for or to fulfill legal obligations.

Definition:

Personal Data - means any information relating to an individual.