

Standard Fire and Special Perils Policy
(Commercial)
Endorsement and Clauses

Below mentioned are the endorsements and clauses available under Standard Fire and Special Perils Policy. The endorsements /clauses applicable to Your Policy are mentioned in Your Policy Schedule/Certificate of Insurance.

Sr.No	Name of Product/Add-On	Product UIN
1	Architects, Surveyors and Consulting Engineers Fees (in excess of 3%) Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0006 V01201819
2	Removal of Debris (in excess of 1% of the claim amount) Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0007 V01201819
3.a	Deterioration of Stocks in Cold Storage Premises Add-On Cover under SFSP	IRDAN158CP0005V01201819/A0008 V01201819
3.b	Deterioration of Stocks in Cold Storage Premises Add-On Cover under SFSP	IRDAN158CP0005V01201819/A0009 V01201819
4	Forest Fire Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0010 V01201819
5	Impact Damage Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0011 V01201819
6	Spontaneous Combustion Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0012 V01201819
7	Omission to Insure additions, alterations or extensions Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0013 V01201819
8	Earth quake (Fire and Shock) Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0014 V01201819
9	Spoilage Material Damage Cover Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0015 V01201819
10	Leakage and Contamination Cover Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0016 V01201819
11	Temporary Removal of Stocks Clause Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0017 V01201819
12	Loss of Rent Clause Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0018 V01201819
13	Insurance of Additional Expenses of Rent for an Alternative Accommodation Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0019 V01201819
14	Start-up Expenses Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0020 V01201819
15	Agreed Bank Clause Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0021 V01201819
16	Contract Price Insurance Clause Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0022 V01201819
17	Designation of Property Clause Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0023 V01201819
18	Reinstatement Value Policies Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0024 V01201819
19	Local Authorities Clause Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0025 V01201819
20	Escalation Clause Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0026 V01201819
21	ARCHITECTS, SURVEYORS AND CONSULTING ENGINEER'S FEES Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0027 V01201819
22	REMOVAL OF DEBRIS CLAUSE Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0028 V01201819
23	Floater Clause Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0029 V01201819

24	Declaration Clause Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0030 V01201819
25	Voluntary Deductible Clause Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0031 V01201819
26	Floater Declaration Clause Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0032 V01201819
27	Terrorism Damage Cover Endorsement (Material Damage Only) Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0033 V01201819
28	Molten Material Spillage Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0034 V01201819
29	Decontamination and Cost of Clean Up Expense Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0035 V01201819
30	Expediting Costs Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0036 V01201819
31	Protection and Preservation of Property Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0037 V01201819
32	Contract Works Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0038 V01201819
33	Sprinkler Up-Grading Costs Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0039 V01201819
34	Expenses for Loss Minimization Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0040 V01201819
35	Claim Preparation Costs Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0041 V01201819
36	Cost of Re-Writing Records Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0042 V01201819
37	Brands and Trademarks Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0043 V01201819
38	Obsolete Parts Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0044 V01201819
39	Deliberate Damage Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0045 V01201819
40	Sue And Labour Clause Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0046 V01201819
41	Accidental Damage Cover Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0047 V01201819
42	New Location Cover Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0048 V01201819
43	Property Under Care Custody and Control Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0049 V01201819
44	Immediate Repairs Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0050 V01201819
45	Pair and Set/Consequential Reduction in Value Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0051 V01201819
46	Fire Extinguishing / Fighting Expenses Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0052 V01201819
47	Civil Authority Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0053 V01201819
48	Involuntary Betterment Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0054 V01201819
49	Damage to Building (Occasioned by Theft) Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0055 V01201819
50	Errors & Omissions Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0056 V01201819
51	Minor Works Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0057 V01201819
52	Undamaged Foundations Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0058 V01201819
53	Capital Additions Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0059 V01201819

54	New Acquisitions Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0060 V01201819
55	Undamaged Stock and Loss on Re Sale Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0061 V01201819
56	Smoke Damage Extension Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0062 V01201819
57	Accidental Discharge of Gas Flooding Systems Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0063 V01201819
58	Contamination and Co-mingling of stocks Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0064 V01201819
59	Leakage and Overflowing of Storage Tanks Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0065 V01201819
60	Seasonal Enhancement of Stocks Cover Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0066 V01201819
61	Goods and Stocks undergoing any heating or drying process Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0067 V01201819
62	Outbuilding Clause Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0068 V01201819
63	Damages to Underground Services Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0069 V01201819
64	Landscaping Cost Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0070 V01201819
65	Duty Liability Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0071 V01201819
66	Accounts Receivable Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0072 V01201819
67	Property of Employees and Visitors/Personal Effects Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0073 V01201819
68	Property Outside/Away from the Premises Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0074 V01201819
69	Tenants Improvement Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0075 V01201819
70	Shutdown Expenses Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0076 V01201819
71	Waiver of Subrogation Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0077 V01201819
72	Trace and Access Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0078 V01201819
73	Waiver of Underinsurance Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0079 V01201819
74	Deferred Payments Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0080 V01201819
75	Archives Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0081 V01201819
76	Catalyst and Consumable interest in process Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0082 V01201819
77	Plans, Documents and Computer Systems Records Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0083 V01201819
78	Exhibition, Exposition, Fair or Trade Show Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0084 V01201819
79	Lawns, Plants, Shrubs or Trees Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0085 V01201819
80	Tenant's Liability Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0086 V01201819
81	Unrepaired Damage Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0087 V01201819
82	Burglary, Housebreaking & Robbery Cover Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0088 V01201819
83	Theft & Larceny Cover Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0089 V01201819

84	Seventy-Two Hours Clause Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0090 V01201819
85	Additional Insureds (to be named in The Schedule) Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0091 V01201819
86	Multiple Insured Clause Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0092 V01201819
87	Payments on Account Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0093 V01201819
88	Non-Vitiating Clause Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0094 V01201819
89	Nominated Loss Adjusters Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0095 V01201819
90	Non-Invalidation Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0096 V01201819
91	Primary and Non-Contributory Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0097 V01201819
92	Vehicle Load Clause Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0098 V01201819
93	Un-Occupancy Clause Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0099 V01201819
94	Leak search / finding cost Clause Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0100 V01201819
95	Obsolete equipment Clause Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0101 V01201819
96	Loss Payee Clause Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0102 V01201819

TARIFF ENDORSEMENTS & CLAUSES

1. Architects, Surveyors and Consulting Engineers Fees (in excess of 3% of the claim amount)

Policy may be extended to cover the above subject to following endorsement wordings:

“It is hereby declared and understood that the expenses incurred towards Architects, Surveyors and Consulting Engineers fees for plans, specification tenders, quantities and services in connection with the superintendence of the reinstatement for the Building, Machinery, Accessories and equipment insured under this policy up to 7.5% of the adjusted loss is covered, but it is understood that this does not include any cost in connection with the preparation of the Insured's claim or estimate of loss in the event of damage by insured perils”.

2. Removal of Debris (in excess of 1% of the claim amount)

Policy may be extended to cover the above subject to following endorsement wordings:

“On costs and expenses necessarily incurred by the insured
a) In the removal of debris from the premises of the Insured;
b) dismantling or demolishing;
c) shoring up or propping;
of the portion or portions of the property insured by (Items..... of) this policy destroyed or damaged by perils hereby insured against but not exceeding in the aggregate Rs.”

Note: 1. (b)& (c) above will be deleted when neither Building nor Machinery are covered.
Note:2. The cover may be given by separate item in the policy for an amount not exceeding 10% of the total Sum Insured.

3. (A) Deterioration of Stocks in Cold Storage premises due to accidental power failure consequent to damage at the premises of Power Station due to an insured peril

Policy covering stocks in cold storage premises may be extended to cover the above subject to following endorsement wordings:

"In consideration of the payment of additional premium of Rs. _____ it is hereby agreed and declared that notwithstanding anything to the contrary in this policy or in any of its conditions, this policy covers destruction of or damage to the property hereby insured caused by change of temperature in consequence of failure of electric supply at the terminal ends of electric service feeders from which the Insured obtains electric supply directly due to damage caused by any peril insured against under this policy to property at insured premises or any Electric Station or Sub-Station of Public Electric Supply undertaking from which the Insured obtains electric supply.

Provided that the Company shall not be liable for any loss occasioned by the deliberate act of the Government, Municipal or Local Authority or Supply Authority not performed for the sole purpose of safeguarding life or protecting any part of the supply undertaking's systems or by the exercise by any such authority of its power to withhold or restrict or ration supply not necessitated solely by damage to the Supply Undertaking's generating or supply equipment by an insured peril.

Provided further that the Company shall not be liable for any loss unless the duration of each such failure exceeds 24 hours.

Subject otherwise to the terms, exceptions, conditions and limitations of this Policy.

"In any action, suit or other proceedings where the company alleges that by reason of the provisions of this condition any loss or damage is not covered by this insurance, the burden of proving that this loss or damage is covered shall be upon the Insured.

3. (B) Deterioration of stocks in cold storage premises due to change in temperature arising out of loss or damage to the cold storage machinery(ies) in the Insured's premises due to operation of insured peril.

Policy may be extended to cover the above subject to following endorsement wordings:

* "In consideration of the payment of additional premium of Rs. _____ it is hereby agreed and declared that notwithstanding anything to the contrary in this policy or in any of its conditions this policy covers destruction of or damage to the property hereby insured caused by change of temperature in consequence of failure of electric supply following damage to Insured's property due to insured peril(s). Provided that the Company shall not be liable for any loss occasioned by the deliberate act of the Government, Municipal or Local Authority or Supply Authority not performed for the sole purpose of safeguarding life or protecting any part of the supply undertaking's systems or by the exercise by any such authority of its power to withhold or restrict or ration supply not necessitated solely by damage to the Supply Undertaking's generating or supply equipment by an insured peril.

Provided further that the Company shall not be liable for any loss unless the duration of each such failure exceeds 24 hours.

Subject otherwise to the terms, extensions, conditions and limitations of this Policy".

In any action, suit or other proceedings where the company alleges that by reason of the provisions of this condition any loss or damage is not covered by this insurance, the burden of proving that this loss or damage is covered shall be upon the Insured.

4. Forest Fire

Policy may be extended to cover the above subject to following endorsement wordings:

"In consideration of the payment of additional premium the insurance under item of the policy shall extend to include loss of or damage to the property insured directly caused by burning, whether accidental or otherwise, of forest, bush and jungles and the clearing of lands by Fire."

5. Impact Damage due to Insured's own Rail/Road Vehicles, Fork lifts, Cranes, Stackers and the like and articles dropped therefrom.

Policy may be extended to cover the above subject to following endorsement wordings:

"In consideration of an additional premium of Rs. _____, it is hereby agreed and declared that the policy is extended to cover loss and/or damage caused due to impact by direct contact to Insured's property caused by Insured's own Rail/Road Vehicles, Fork lifts, cranes, stackers and the like and articles dropped therefrom."

6. Spontaneous Combustion

Policy may be extended to cover the above subject to following endorsement wordings:

"In consideration of the payment by the Insured to the Company of additional premium of Rs. _____ the Company agrees notwithstanding what is stated in the printed exclusions of this policy to the contrary that the insurance by (items) of this policy shall extend to include loss or damage **by fire only** of or to the property insured caused by its own fermentation, natural heating or spontaneous combustion."

N.B.: The expression 'by fire only' in the endorsement above must not be omitted under any circumstances.

7. Omission to Insure additions, alterations or extensions

Policy may be extended to cover the above subject to following endorsement wordings:

The Insurance by this Policy extends to cover Buildings and/or Machinery, Plant and other Contents as defined in Columns..... hereof which the insured may erect or acquire or for which they may become responsible: -

- (a) at the within described premises
- (b) for use as factories

i The liability under this Extension shall not exceed in respect of (a) above, 5% of the Sum Insured by each item, in respect of (b) above, 5% of the Sum Insured by item No.....

ii The Insured shall notify the Insurer of each additional insurance as soon as it shall come to their knowledge and shall pay the appropriate additional premium thereon from the date of inception.

iii Following the advice of any additional insurance as aforesaid, cover by this extension shall be fully reinstated.

1) No liability shall attach to the insurers in respect of any Building, Machinery, Plant or other Contents while such property is otherwise insured. All new additions to Buildings and/or Machinery and Plant not specifically insured/included during the period of the policy should be declared at the end of the year and suitable additional premium paid on pro rata basis from the date of completion of the construction /erection of additions may be suitably adjusted.

If the insured fails to declare the values of such additions within 30 days after the expiry of the policy, there shall be no refund of the advance premium collected.

2) Other Contents' in the above clause shall mean 'Furniture and Fittings' and does not include 'Stocks'.

3) This clause should be incorporated at the time of issuing the policy.

8. Earth quake (Fire and Shock)

Extension cover shall be granted only if the entire property in one Complex/Compound/ location covered under the policy is extended to cover this risk and sum insured for this extension is identical to the sum insured against the risk covered under main policy except for the value of the plinth and foundation of the building(s).

If option to delete STFI peril is exercised

"In consideration of the payment by the Insured to the Company of the sum of _____ additional premium, it is hereby agreed and declared that notwithstanding anything stated in the printed exclusions of this policy to the contrary, this Insurance is extended to cover loss or damage (including loss or damage by fire) to any of the property Insured by this policy occasioned by earthquake including Landslide/Rockslide resulting there from but excluding flood or overflow of the sea, lakes, reservoirs and rivers caused by earthquake.

Provided always that all the conditions of this policy shall apply (except in so far as they may be hereby expressly varied) and that any reference therein to loss or damage by fire shall be deemed to apply also to loss or damage directly caused by any of the perils which this insurance extends to include by virtue of this endorsement."

If option to delete STFI peril is not excised

"In consideration of the payment by the Insured to the Company of the sum of _____ additional premium, it is hereby agreed and declared that notwithstanding anything stated in the printed exclusions of this policy to the contrary, this Insurance is extended to cover loss or damage (including loss or damage by fire) to any of the property Insured by this policy occasioned by or through or in consequence of earthquake including flood or overflow of the sea, lakes, reservoirs and rivers and/or Landslide/Rockslide resulting there from.

Provided always that all the conditions of this policy shall apply (except in so far as they may be hereby expressly varied) and that any reference therein to loss or damage by fire shall be

deemed to apply also to loss or damage directly caused by any of the perils which this insurance extends to include by virtue of this endorsement."

Special conditions

- 1) Excess clause 5% of each and every claim subject to a minimum of Rs. 10,000/
- 2) Extension cover shall be granted only if the entire property in one complex/compound/location covered under the policy is extended to cover this risk and the Sum Insured for this extension is identical to the sum Insured against the risk covered under main policy except for the value of the plinth and foundations of the building(s).
- 3) Onus of proof in the event of the Insured making any claim for loss or damage under this policy he must (if so required by the Company) prove that the loss or damage was occasioned by or through or in consequence of earthquake.

9. Spoilage Material Damage Cover

Policy may be extended to include spoilage risk subject to the following conditions:

The cover shall extend to material damage, i.e.

- i Loss of stock in process; and
- ii Damage to machinery, containers and equipment (including cost of removal of debris and cleaning) and shall be provided by a separate item of the SFSP Policy subject to the Conditions that the perils causing the spoilage should be the same as those covered under the Policy.

The following endorsement wording shall be used.

"In consideration of the payment of an additional premium of Rs. _____ it is hereby agreed and declared that, notwithstanding anything contained to the contrary, in the within written Policy, the insurance under Item No..... of this policy shall extend to cover loss or damage by Spoilage resulting from the retardation or interruption or cessation of any process or operation caused by any of the perils covered under this Policy, provided that liability for destruction of or damage to the property insured described in the schedule to this policy, or any part of such property, is first admitted by the Company.

PROVIDED ALWAYS THAT all the conditions (except in so far as they may be hereby expressly varied) shall apply as if they had been incorporated herein and that any reference therein to the loss or damage caused by insured perils shall be deemed to apply also to loss or damage caused by Spoilage which peril this insurance extends to include by virtue of this Endorsement."

SPECIAL CONDITIONS

For the purpose of this Endorsement but no otherwise, the following special conditions shall apply:

Average: If the property hereby insured against spoilage shall, at the time of occurrence of any loss or damage, be collectively of greater value than the sum insured on machinery, containers, equipment and stocks in the specified blocks, then the Insured shall be considered as being his own insurer for the difference and shall bear rateable proportion of the loss accordingly. Every item, if more than one, of the Policy shall be separately subject to this condition.

PROVIDED THAT it is hereby further expressly agreed and declared that the liability of the Company shall in no case under this endorsement and the Policy exceed the sum insured by item Nos. _____ of this Policy.

Sum to be Insured: The cover must be for all stocks and machinery, container and equipment in specified blocks, specified sums being declared for each block and must be made subject to 'Average'.

10. Leakage and Contamination Cover

SCOPE

Policy may be extended to include the risks of (a) accidental leakage and contamination or (b) accidental leakage.

The extension will apply to oils and chemicals only. It will not apply to any other commodity.

ENDORSEMENTS

It shall be obligatory to use one of the following endorsement wordings:

(A) WHERE LEAKAGE AND CONTAMINATION COVER IS GRANTED:

"In consideration of the payment of an additional premium of Rs.....it is hereby agreed and declared that the Insurance under this policy shall, subject to terms, conditions and exclusions of this policy and also subject to terms, conditions and exclusions hereinafter contained, extends to include the physical loss of oil/chemical by leakage from its container by accidental means and all accidental contaminations by contact with foreign matter."

PROVIDED always that this policy does not cover:

- a) Loss by Contamination through Improper Handling or Controls by Insured's own Employees;
- b) Loss resulting from loss of use, loss of earnings, delay or loss of markets or other consequential or indirect loss or damage of any kind or description whatsoever;
- c) Loss resulting from any kind of infidelity or dishonesty on the part of the Insured or any of their employees, inventory shortage, mysterious disappearance or unexplained loss;
- d) Loss by burglary or theft or any attempt thereat;
- e) Loss resulting from processing or faulty workmanship;
- f) Loss resulting from shrinkage, evaporation, loss of weight unless caused by a peril not otherwise excluded;
- g) Any legal and/or contractual liability arising from any cause whatsoever; and
- h) Consequential Loss of any nature.

(B) WHERE LEAKAGE COVER ALONE IS GRANTED:

"In consideration of the payment of an additional premium of Rs..... it is hereby agreed and declared that the Insurance under this policy shall, subject to terms, conditions and exclusions of this Policy and also subject to terms, conditions and exclusions hereinafter contained, extend to include the physical loss of oil/chemical by leakage from its container by accidental means.

PROVIDED always that this policy does not cover:

- a) loss resulting from loss of use, loss of earnings, delay or loss of markets or other consequential or indirect loss or damage of any kind or description whatsoever;
- b) loss resulting from any kind of infidelity or dishonesty on the part of the Insured or any of their employees, inventory shortage, mysterious disappearance or unexplained loss;
- c) loss by burglary or theft or any attempt thereat;
- d) loss resulting from processing or faulty workmanship;
- e) loss resulting from shrinkage, evaporation, loss of weight unless caused by a peril not otherwise excluded;
- f) any legal and/or contractual liability arising from any cause whatsoever; and
- g) Consequential Loss of any nature.

SPECIAL CONDITIONS: (Applicable to A and B)

- I. The cover under this endorsement shall attach only on or after the receipt of the insured subject matter in land tanks as described in the policy and subject to lodgment with the company by Insured of a certificate obtained by them at their own expense from a competent approved and independent agency/surveyor as to the purity and quality of the subject matter herein insured.
- II. Before the commencement of pumping and/or decanting operations, the Insured shall arrange at their own expense sampling and quality / purity certification by competent, approved and independent agency / surveyor for such distinct lot, batch or tank load ex-ocean vessel of insured subject matter and shall pump /decant only such material as is pure and without contaminants.
- III. The insured shall at their own expense arrange inspection and certification from competent approved and independent agency/ surveyor as to the cleanliness and fitness of the pipe lines, pumping equipment and the receiving land tanks to carry and/or receive the insured subject matter, prior to the commencement of pumping, decanting, receiving and/or storage operations. Such certification as mentioned above should, inter alia, confirm that the pumping, carrying and storage equipment facilities and tanks are free from impurities, contaminants and/or residue or left-overs from previous use of equipment, facilities or storage tanks. As concerning the receiving land tanks an initial certificate of fitness to receive and store the insured material shall be deemed to satisfy the above condition in so far as such tanks are concerned. However, a fresh certification as mentioned above would be required in the event of the said tanks being empty and fresh stocks are subsequently pumped/decanted in during the period of this insurance.
- IV. In case of loss to property insured hereunder, the basis of adjustment shall be the market value at the time and place of loss.
- V. It is understood and agreed that all loss or damage to property occurring during any one period of seventy-two consecutive hours during the period of this policy directly caused by earthquake shock shall be deemed to have been caused by single earthquake and therefore to constitute one loss for the purpose of this policy, the Insured shall select a time from which any such period shall commence but no two such selected periods shall overlap.
- VI. All salvage recoveries and payments recovered or received subsequent to a loss settlement under this policy shall be applied as if recovered or received prior to the said settlement and all necessary adjustment shall be made by the parties hereto.
- VII. If any breach of a clause or condition in this contract or policy of insurance shall occur prior to a loss under this Policy, such breach shall not void the policy nor avail the company to avoid the liability unless such breach shall exist at the time of such a loss under this contract

or policy, it being understood that such breach of a clause or condition is applicable only to the specific property to which the condition or clause has reference and in respect of which such breach occurred.

- VIII. Each claim for loss or damage shall be adjusted separately and each claim is subject to an excess of 1% on each tank with a minimum of Rs. 60,000/- each loss.
- IX. If the property hereby insured shall at the time of the operation of a peril insured hereunder, be collectively of greater value than the sum insured thereof, then the insured shall be considered as being his own insurer for the difference and shall bear a rateable proportion of the loss accordingly. Every item, if more than one, of the policy shall be separately subject to this condition

NOTE: SPECIAL CONDITIONS (i), (ii) AND (iii) ARE NOT APPLICABLE WHERE LEAKAGE COVER ALONE IS GRANTED.

11. Temporary Removal of Stocks Clause

It is agreed that the stock insured hereby not exceeding 10% of the total sum insured of such stock is covered while temporarily removed to any other premises for purposes of fabrication or processing or finishing or other similar purposes. This extension does not apply to stock if and so far as it is otherwise insured. The pro-rata condition of average should be applied to the limit of stocks temporarily removed as well as to the total sum insured of such stock under the policy.

12. Loss of Rent Clause

POLICY may be extended to cover the above subject to following:

Where loss of rent caused by Insured Perils is covered, the following Rent Clause should be inserted in the Policy: -

"The insurance on rent applies only if (any of) the said building(s) or any part thereof is unfit for occupation in consequence of its destruction or damage by the perils insured against and then the amount payable shall not exceed such portion of the sum insured on Rent as the period necessary for reinstatement bears to the term of the Rent Insured".

13. Insurance of Additional Expenses of Rent for an Alternative Accommodation

Policy may be extended to cover the above subject to following:

Additional expenses of rent for an alternative accommodation in respect of non-manufacturing risks may be covered on the following basis:

- a. The cover may be granted for non-manufacturing premises only.
- b. The cover may be granted under the Policy and not under Consequential Loss (Fire) Policy.
- c. The period of Indemnity may be limited to the period during which the original premises remain untenable as a result of occurrence of perils insured against. Maximum indemnity period not to exceed 3 (three) years.
- d. The additional expense recoverable under the policy may be additional rent actually paid i.e. the difference between the new and the original rent only.
- e. Certificate from the Local Municipal Authority or an Architect to the effect that premises in question are untenable will be accepted as adequate proof of the fact that the premises, in fact, have become untenable.

- f. Insurance should be granted against Fire, Riot, Strike, Malicious and Terrorist Damage and Earthquake (Fire & Shock) and other Extraneous Perils. Cover against Riot, Strike, Malicious and Terrorist Damage should be granted only if it involves actual physical damage to the building. The cover does not intend to pay, if for instance, the insured's entry is barred by strikers, demonstrators and similar occurrences.
- g. The cover may be limited to buildings other than those of "Kutchra" construction.
- h. The area for alternative accommodation may be equivalent to the area presently occupied. However, no restriction will apply in respect of locality for the alternative accommodation, so long as the alternative accommodation is taken in the same city or town.
- i. Cover may be permitted to the tenant as also to the Owner -Occupant. Further, in respect of the Owner-Occupant, the alternative accommodation may be limited to the area presently under his occupation.
- j. For the Owner-Occupant, since he will not be paying any rent based on the area occupied by him (in comparison with the actual rent being paid by the tenant in the same building or similar buildings in the same locality) the standard rent based on the rateable values fixed by Municipal/Revenue Authorities for tax purposes may be treated as the original rent for the purpose of this insurance.
- k. It will be compulsory for
 - I. the Owner-Occupant to insure both building and contents.
 - II. the tenant to insure the contents of the premises for which he is seeking this extension

Endorsement wording for insurance of rent for alternative accommodation Tenant or Owner-Occupant

"It is hereby declared that in the event of the premises described in the policy and occupied by the insured, hereinafter referred to as 'PREMISES' being destroyed or damaged by any Insured Peril as to become unfit for occupation and the insured in consequence taking up alternative accommodation, the Company shall, subject to special conditions set out herein, indemnify the insured against the additional rent (as explained herein) which the insured is called upon to bear for the period beginning from the date of operation of any of the Insured Perils until the 'PREMISES' is rendered fit for occupation such period not exceeding such reasonable time as is required to restore the premises with due diligence to a condition fit for occupation or the maximum indemnity period of months whichever is earlier.

Provided that the liability of the Company shall not exceed Rs. the sum insured hereby. Provided further that if the sum produced by applying the monthly additional rent, borne by the insured for the alternative accommodation to the maximum indemnity period is more than the Sum Insured hereby, the liability of the Company shall be proportionately reduced.

SPECIAL CONDITIONS:

1. This insurance shall apply subject to the condition that the PREMISES occupied by the insured, whether as owner or tenant, forms part of a building not being "Kutchra" Construction.
2. If the area of alternative accommodation taken by the insured is more than the area of the PREMISES occupied by the insured, the additional rent borne by the insured for the purpose of this insurance shall be deemed to be that proportion of the additional rent actually borne by the insured as the area of the PREMISES which was in the insured's

occupation bears to the area of the alternative accommodation taken by the insured. The insured shall be at liberty to take alternative accommodation in any locality so long as it is within the Municipal limit of the city or town in which the PREMISES is situated.

EXPLANATION

Additional Rent: If the insured is the Owner-Occupant, the additional rent borne by him is arrived at after deducting the standard rent of the premises from the actual rent paid for the alternative accommodation. The standard rent shall be based on the ratable values fixed by the Municipal/Revenue authorities for tax purposes.

If the insured is a tenant only and for safeguarding his legal tenancy rights is obliged to pay rent for the premises even during the period when it is not fit for occupation, the additional rent borne by him is the actual rent for the alternative accommodation. If the insured is a tenant and is not obliged to pay rent for the premises during the period when it is not fit for occupation, the additional rent borne by him is the actual rent paid for alternative accommodation taken less the rent which he was paying for the premises immediately prior to the same being damaged or destroyed by Insured Perils and rendered unfit for occupation

14. Start-up Expenses

Policy may be extended subject to the following endorsement wordings:

"It is hereby agreed and declared that this policy extends to cover start-up costs necessarily and reasonably incurred by the insured up to a maximum extent of Sum Insured stated in Your Policy Schedule/Certificate of Insurance, consequent upon a loss or damage covered by this policy."

15. Agreed Bank Clause

All policies in which a Bank/Financial Institution has interest shall be issued in the name of Bank/Financial Institution and owner or mortgagor and shall contain a suitable clause to protect their interest. A specimen copy of the Clause is given hereunder.

"It is hereby declared and agreed: -

- i. That upon any monies becoming payable under this policy the same shall be paid by the Company to the Bank and such part of any monies so paid as may relate to the interests of other parties insured hereunder shall be received by the Bank as Agents for such other parties.
- ii. That the receipts of the Bank shall be complete discharge of the Company therefor and shall be binding on all the parties insured hereunder.

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

- iii. That if and whenever any notice shall be required to be given or other communication shall be required to be made by the Company to the insured or any of them in any manner arising under or in connection with this policy such notice or other communication shall be deemed to have been sufficiently given or made if given or made to the Bank.
- iv. That any adjustment, settlement, compromise or reference to arbitration in connection with any dispute between the Company and the insured or any of them arising under or in connection with this policy if made by the Bank shall be valid and binding on all parties

- insured hereunder but not so as to impair rights of the Bank to recover the full amount of any claim it may have on other parties insured hereunder.
- v. That this insurance so far only as it relates to the interest of the Bank therein shall not cease to attach to any of the insured property by reason of operation of condition 3 of the Policy except where a breach of the condition has been committed by the Bank or its duly authorised agents or servants and this insurance shall not be invalidated by any act or omission on the part of any other party insured hereunder whereby the risk is increased or by anything being done to upon or any building hereby insured or any building in which the goods insured under the policy are stored without the knowledge of the Bank provided always that the Bank shall notify the Company of any change of ownership or alterations or increase of hazards not permitted by this insurance as soon as the same shall come to its knowledge and shall on demand pay to the Company necessary additional premium from the time when such increase of risks first took place and
 - vi. It is further agreed that whenever the Company shall pay the Bank any sum in respect of loss or damage under this policy and shall claim that as to the Mortgagor or owner no liability therefore existed, the Company shall become legally subrogated to all the rights of the Bank to the extent of such payments but not so as to impair the right of the Bank to recover the full amount of any claim it may have on such Mortgagor or Owner or any other party or parties insured hereunder or from any securities or funds available.

N.B: In cases where the name of any Central Government or State Government owned and / or sponsored Industrial Financing or Rehabilitation Financing Corporations and /or Unit Trust of India or General Insurance Corporation of India and/or its subsidiaries or LIC of India/ any Financial Institution is included in the title of the Fire Policy as mortgagees, the above Agreed Bank Clause may be incorporated in the Policy substituting the name of such institution in place of the word 'Bank' in the said clause.

16. Contract Price Insurance Clause

In the case of insurance of imported goods only (and not for goods of local manufacture) which are sold under a contract which is cancelled either wholly or to the extent of loss or damage, it is permissible to issue a policy on the basis of Contract Price and the following clause shall be inserted in the Policy.

"It is hereby agreed and declared that in respect only of goods sold but not delivered for which the insured is responsible and with regard to which under the conditions of sale, the sale contract is by reason of the perils covered under the Policy, cancelled either wholly or to the extent of the loss or damage, the liability of the company shall be based on the contract price and for the purpose of average the value of all goods to which the clause would in the event of loss or damage be applicable shall be ascertained on the same basis."

17. Designation of Property Clause:

For the purpose of determining, where necessary, the item under which any property is insured, the insurers agree to accept the designation under which the property has been entered in the insured's books.

18. Reinstatement Value Policies

Reinstatement value insurance may be granted on Buildings, Machinery Furniture, Fixture and Fittings only subject to the incorporation of the following memorandum in the policy:

"It is hereby declared and agreed that in the event of the property insured under (Item Nos.....of) within the policy being destroyed or damaged, the basis upon which the amount payable under (each of the said items of) the policy is to be calculated shall be cost of replacing or reinstating on the same site or any other site with property of the same kind or type but not superior to or more extensive than the insured property when new as on date of the loss, subject to the following Special Provisions and subject also to the terms and conditions of the policy except in so far as the same may be varied hereby."

Special Provisions

1. The work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the insured subject to the liability of the Company not being thereby increased) must be commenced and carried out with reasonable dispatch and in any case must be completed within 12 months after the destruction or damage or within such further time as the Company may in writing allow, otherwise no payment beyond the amount which would have been payable under the policy if this memorandum had not been incorporated therein shall be made.
2. Until expenditure has been incurred by the Insured in replacing or reinstating the property destroyed or damaged the Company shall not be liable for any payment in excess of the amount which would have been payable under the policy if this memorandum had not been incorporated therein.
3. If at the time of replacement or reinstatement the sum representing the cost which would have been incurred in replacement or reinstatement if the whole of the property covered had been destroyed, exceeds the Sum Insured thereon or at the commencement of any destruction or damage to such property by any of the perils insured against by the policy, then the insured shall be considered as being his own insurer for the excess and shall bear a rateable proportion of the loss accordingly. Each item of the policy (if more than one) to which this memorandum applies shall be separately subject to the foregoing provision.
4. This Memorandum shall be without force or effect if
 - a. the Insured fails to intimate to the Company within 6 months from the date of destruction or damage or such further time as the Company may in writing allow his intention to replace or reinstate the property destroyed or damaged.
 - b. the Insured is unable or unwilling to replace or reinstate the property destroyed or damaged on the same or another site.

19. Local Authorities Clause

Reinstatement Value Policy may be extended to cover additional cost of reinstatement solely by reason of the necessity to comply with the regulations of local authority by incorporating the following clause in the policy.

"The insurance by this policy extends to include such additional cost of reinstatement of the destroyed or damaged property hereby insured as may be incurred solely by reason of the

necessity to comply with the Building or other Regulations under or framed in pursuance of any act of Parliament or with Bye-laws of any Municipal or Local authority provided that

1. The amount recoverable under this extension shall not include:
 - a. the cost incurred in complying with any of the aforesaid Regulations or Bye-laws,
 - I. in respect of destruction or damage occurring prior to the granting of this extension,
 - II. in respect of destruction or damage not insured by the policy,
 - III. under which notice has been served upon the insured prior to the happening of the destruction or damage,
 - IV. in respect of undamaged property or undamaged portions of property other than foundations (unless foundations are specifically excluded from the insurance by this policy) of that portion of the property destroyed or damaged,
 - b. the additional cost that would have been required to make good the property damaged or destroyed to a condition equal to its condition when new had the necessity to comply with any of the aforesaid Regulations of Bye-laws not arisen,
 - c. the amount of any rate, tax, duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with any of the aforesaid Regulations or Bye-laws.
2. The work of reinstatement must be commenced and carried out with reasonable dispatch and in any case must be completed within twelve months after the destruction or damage or within such further time as the Insurers may (during the said twelve months) in writing allow and may be carried out wholly or partially upon another site (if the aforesaid Regulations or Bye-laws so necessitate) subject to the liability of the Insurer under this extension not being thereby increased.
3. If the liability of the insurer under (any item of) the policy apart from this extension shall be reduced by the application of any of the terms and conditions of the policy, then the liability of the Insurers under this extension (in respect of any such item) shall be reduced in like proportion.
4. The total amount recoverable under any item of the policy shall not exceed the sum insured thereby.
5. All the conditions of the policy except in so far as they may be hereby expressly varied shall apply as if they had been incorporated herein."
6. No additional premium shall be charged for inclusion of this clause in this policy.

20. Escalation Clause

The following Clause shall be used:

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

Item Number	Specified percentage increase per annum
-------------	---

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

At each renewal date the insured shall notify the Insurers: -

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

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

21. ARCHITECTS, SURVEYORS AND CONSULTING ENGINEER'S FEES (up to 3% of the claim amount)

The following Clause shall be used : "It is hereby declared and understood that the expenses incurred towards Architects, Surveyors and Consulting Engineers fees for plans, specification tenders, quantities and services in connection with the superintendence of the reinstatement for the Building, Machinery, Accessories and equipment insured under this policy is covered up to 3% of the adjusted loss, but it is understood that this does not include any costs in connection with the preparation of the Insured's claim or estimate of loss in the event of damage by insured perils".

22. REMOVAL OF DEBRIS CLAUSE (up to 1% of the claim amount)

The following Clause shall be used: "It is hereby declared and agreed that the expenses incurred up to 1% of the claim amount is included in the sum insured on:

- (a) Removal of debris from the premises of the Insured;
- (b) dismantling or demolishing;
- (c) shoring up or propping.

"Note: (b) & (c) above should be deleted when neither Building nor Machinery are covered.

23. Floater Clause

The following clause shall be attached for floater policy(ies) :

"In consideration of Floater Extra charged over and above the policy rate the S.I. in aggregate under the policy is available for any one, more, or all locations as specified in respect of movable property. At all times during the period of this policy the insured should have a good internal audit and accounting procedure under which the total amount at risk and the locations can be established at any particular time if required.

The changes in the address of locations specifically declared at inception should be communicated"

24. Declaration Clause

The following clause shall be attached to Declaration Policy(ies).

1. In consideration of the premium by this policy being provisional in that it is subject to adjustment on expiry of each period of insurance.

"The Insured agrees to declare to the Company in writing the value of his stocks (other than retail) less any amount insured by Policies other than declaration policies, in each separate building or non-communicating compartment or in the open on the following basis namely 1] average of the values at risk on each day of the month or 2] the highest value at risk during the month and to make such declaration(s) latest by the last day of the succeeding month. Such declaration(s) shall be signed by the Insured or by a responsible person authorised to sign on his behalf.

If other policies on declaration basis cover the stocks hereby insured, the declarations shall be made so as to apportion to each policy a share of the value of the stocks insured under such declaration policies, PRO RATA to the respective amounts named in the policies.

In the event of a declaration not being made latest by the last day of the succeeding month, then the insured shall be deemed to have declared the Sum Insured hereby as the value at risk.

On the expiry of each period of insurance the premium shall be calculated on the average Sum Insured namely, the total of the values declared or deemed to have been declared divided by the number of declarations deemed to have been made.

If the resultant premium is less than the provisional premium, the difference shall be repaid to the Insured, but such repayment shall not exceed 50% of the provisional premium. Further it is hereby agreed and understood that no reduction in sum insured shall be allowed during the period of the policy

2. The basis of value for declarations shall be the market value and any loss hereunder shall be settled on the basis of the Market Value immediately anterior to the loss.
3. If at the time of any loss, there be any subsisting insurance or insurances on other than a declaration basis, whether effected by the Insured or by any other person or persons, covering the stocks hereby insured, this policy shall apply only to the excess of the value of such stocks at the time of the loss over the Sum Insured by such other insurance or insurances, and this Company shall not be liable to pay or contribute more than that proportion of such loss which such excess (or, if there be other declaration insurances covering the same stocks, a rateable proportion of such excess) but not exceeding the Sum Insured hereby, bears to the total value of the stocks.
4. If after the occurrence of a loss it is found that the amount of the last declaration previous to the loss is less than the amount that ought to have been declared, then the amount

which would have been recoverable by the Insured shall be reduced in such proportion as the amount of the said last declaration bears to the amount that ought to have been declared.

5. Notwithstanding the occurrence of loss it is understood that the Sum Insured will be maintained at all times during the period of the policy and the Insured therefore undertakes to pay extra premium on the amount of any loss pro rata from the date of such loss to the expiry of the period of insurance, the premium being calculated at the rate applicable to the stocks destroyed and such extra premium shall not be taken into account in, and shall be distinct from, the final adjustment of premium.
6. In event of this policy being cancelled by the Insured during its period (whether stocks exist or not) the premium to be retained by the Company shall be the appropriate short period premium calculated on the average amount insured up to the date of concealment, or 50% of the provisional premium whichever is greater. Notwithstanding the above, if the policy is cancelled by the insured after a loss has occurred, the premium to be retained by the company shall be the PRO RATA proportion of the premium calculated on the average amount insured up to the date of cancellation plus the PRO RATA proportion of the premium from the date of loss to the expiry of the period of insurance on the amount of loss paid, or 50% of the provisional premium whichever is greater.
7. The maximum liability of the Company shall not exceed the Sum Insured hereby and premium shall not be receivable on value in excess thereof. The Sum Insured may, however, be increased by prior agreement with the Company in which event the new Sum Insured and the date from which it is effective will be recorded on the policy by endorsement. In the event of an increase in the Sum Insured being agreed to, the Company shall charge on such increased sum an additional provisional premium on a basis proportionate to the unexpired period of the policy and upon expiry of each period of insurance the total provisional premium so paid shall be adjusted as provided for in Clause 1 above. If during the period of the policy, the rate for the class of risk to which the insurance applies is revised, and an increase in the Sum Insured under a Declaration Policy is agreed to, the Company shall charge on such increased sum an additional provisional premium on a basis proportionate to the unexpired period of policy, at the rate at which the insurance was originally effected and upon expiry of each period of insurance the total provisional premium so paid shall be adjusted as provided for in Clause 1 above.
8. If the stocks hereby insured shall at the time of loss be collectively of greater value than the Sum Insured thereon, then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable proportion of the loss accordingly. Every item, if more than one, on stock shall be separately subject to this condition.
9. It is warranted that every other policy on a declaration basis covering the stocks insured hereby shall be identical in wording with this policy.
10. This insurance is subject in all respects to the printed conditions of the policy except in so far as they may be varied by the above conditions.

25. Voluntary Deductible Clause

The following clause shall be attached to the policy(ies) in case the insured accepts the deductible and the discount therefor:"

It is hereby declared and agreed that the insured having opted a voluntary deductible of Rs.-- ----- out of net amount of each and every admissible claim under the fire policy(ies) covering the said premises, the company has allowed a discount of ----% on the final premium payable for the policies and Add on Covers.

It is further agreed that the above voluntary deductible opted shall be in addition to compulsory exclusion stipulated under "General exclusions" attached to the policy(ies) and/or for add-on covers."

26. Floater Declaration Clause

"In consideration of Floater Extra charged over and above the policy rate the S.I. in aggregate under the policy is available for any one, more, or all locations as specified in respect of movable property.

At all times during the period of this policy the insured should have a good internal audit and accounting procedure under which the total amount at risk and the locations can be established at any particular time if re-quired.

The changes in the address of locations specifically declared at inception should be communicated" Also:

1. In consideration of the premium by this policy being provisional in that it is subject to adjustment on expiry of each period of insurance. "The Insured agrees to declare to _____ General Insurance Company Limited in writing the value of his stocks (other than retail) less any amount insured by Policies other than declaration policies, in each separate building or non-communicating compartment or in the open on the following basis namely 1] average of the values at risk on each day of the month or 2] the highest value at risk during the month and to make such declaration(s) latest by the last day of the succeeding month. Such declaration(s) shall be signed by the Insured or by a responsible person authorized to sign on his behalf.

If other policies on declaration basis cover the stocks hereby insured, the declarations shall be made so as to apportion to each policy a share of the value of the stocks insured under such declaration policies, PRO RATA to the respective amounts named in the policies.

In the event of a declaration not being made latest by the last day of the succeeding month then the insured shall be deemed to have de-cleared the Sun Insured hereby as the value at risk.

On the expiry of each period of insurance the premium shall be calculated on the average Sum Insured namely, the total of the values declared or deemed to have been declared divided by the number of declarations deemed to have been made.

If the resultant premium is less than the provisional premium, the difference shall be repaid to the Insured, but such repayment shall not exceed 20% of the provisional premium.

Further it is hereby agreed and understood that no reduction in sum insured shall be allowed during the period of the policy.

2. The basis of value for declarations shall be the market value and any loss hereunder shall be settled on the basis of the Market Value immediately anterior to the loss.
3. If at the time of any loss, there be any subsisting insurance or insurances on other than a declaration basis, whether effected by the insured or by any other person or persons, covering the stocks hereby insured, this policy shall apply only to the excess of the value of such stocks at the time of the loss over the Sum Insured by such other insurance or insurances, and this Company shall not be liable to pay or contribute more than that proportion of such loss which such excess (or, if there be other declaration insurances covering the same stocks, a rateable proportion of such excess) but not exceeding the Sum Insured here, bears to the total value of the stocks.
4. If after the occurrence of a loss it is found that the amount of the last declaration previous to the loss is less than the amount that ought to have been declared, then the amount which would have been recoverable by the Insured shall be reduced in such proportion as the amount of the said last declaration bears to the amount that ought to have been declared.
5. Notwithstanding the occurrence of loss it is understood that the Sum Insured will be maintained at all times during the period of the policy and the Insured therefore undertakes to pay extra premium on the amount of any loss pro rata from the date of such loss to the expiry of the period of insurance, the premium being calculated at the rate applicable to the stocks destroyed and such extra premium shall not be taken into account in and shall be distinct from, the final adjustment of premium.
6. In event of the policy being cancelled by the Insured during its policy period (whether stocks exist or not) the premium to be retained by the company shall be the appropriate short period premium calculated on the average amount insured up to the date of concealment, or 80% of the provisional premium whichever is greater. Notwithstanding the above, if the policy is cancelled by the insured after a loss has occurred, the premium to be retained by the company shall be the PRO RATA proportion of the premium calculated on the average amount insured up to the date of cancellation plus the PRO RATA proportion of the premium from the date of loss to the expiry of the period of insurance on the amount of loss paid, or 80% of the provisional premium whichever is greater.
7. The maximum liability of the company shall not exceed the sum Insured hereby and premium shall not be receivable on value in excess thereof. The sum Insured may, however, be increased by prior agreement with the Company in which event the new sum Insured and the date from which it is effective will be recorded on the policy by endorsement. In the event of an increase in the sum Insured being agreed to, the company shall charge on such increased sum an additional provisional premium on a basis proportionate to the

unexpired period of the policy and upon expiry of each period of insurance the total provisional premium so paid shall be adjusted as provided for in Clause 1 above. If during the period of the policy, the rate for the class of risk to which the insurance applied is revised, and an increase in the Sum Insured under a Declaration Policy is agreed to, the company shall charge on such increased sum an additional provisional premium on a basis proportionate to the unexpired period of policy, at the rate at which the insurance was originally effected and upon expiry of each period of insurance the total provisional premium so paid shall be adjusted as provided for in Clause 1 above.

8. If the stocks hereby insured shall at the time of loss be collectively of greater value than the Sum Insured thereon, then the Insured shall be considered as being his own insurer for the difference and shall bear a ratable proportion of the loss accordingly. Every item, if more than one, on stock shall be separately subject to this condition.
9. It is hereby warranted that every other policy on a declaration basis covering the stocks insured hereby shall be identical in wording with this policy.
10. This insurance is subject in all respects to the printed conditions of the policy except in so far as they may be varied by the above conditions.

27. Terrorism Damage Cover Endorsement (Material Damage Only)

INSURING CLAUSE

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

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

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

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

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

LOSSES EXCLUDED

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

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

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

LIMIT OF INDEMNITY

The limit of indemnity under this cover shall not exceed the Total Sum Insured given in the Policy Schedule or INR 20,000,000,000 whichever is lower. In respect of several insurance policies within the same compound/location with one or different insurers, the maximum aggregate loss payable per compound/location by anyone or all insurers shall be INR 20,000,000,000. If the actual aggregate loss suffered at one compound/location is more than INR 20,000,000,000, the amounts payable towards individual policies shall be reduced in proportion to the sum insured of the policies.

EXCESS *

Shops & Residential Risks:

1% of the claim amount for each and every claim subject to Minimum of INR 10,000 and Maximum of INR 500,000

Non-Industrial Risks:

1% of the claim amount for each and every claim subject to Minimum of INR 25,000 and Maximum of INR 1,000,000

Industrial Risks:

5% of the claim amount for each and every claim subject to Minimum of INR 100,000 and Maximum of INR 25,00,000

*Whichever is applicable.

ADD ON COVERS

It is further declared and agreed that the limit of indemnity including the claim on add on cover(s) shall not exceed total sum insured plus separate sublimit opted for add on cover(s) or INR 20,000,000,000 whichever is lower. In respect of several insurance policies with in the same compound /location, the maximum aggregate loss payable per compound/location by any one or all insurers shall be INR 20,000,000,000.

MID TERM COVER

In case the coverage under this endorsement is granted during the period of the policy, no claims will be payable for loss or damage to property caused by an act of terrorism occurring during the first 15 (fifteen) days from the date of granting such cover.

SANCTION, LIMITATION AND EXCLUSION CLAUSE

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 United States of America.

CANCELLATION CLAUSE

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

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

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

ADDITIONAL ENDORSEMENT & CLAUSES

28. Molten Material Spillage

In consideration of the payment of additional premium, it is hereby declared and agreed that the insurance under this policy shall, subject to terms, conditions and exclusions of this Policy and also subject to terms, conditions and exclusions hereinafter contained, extend to cover loss or damage caused to Property insured by inadvertent escape of molten material. However, loss or damage to spilled material is not covered.

The Indemnity provided under this extension, is limited to INR_____ in respect of any one occurrence and INR_____ during the Period of Insurance
This Extension will be subject to an additional Excess of INR_____.

29. Decontamination and Cost of Clean Up Expense

If insured property is contaminated as a direct result of physical loss or damage insured by this Policy and there is in force at the time of such physical loss or damage any law or ordinance regulating contamination, including but not limited to the presence of pollution or hazardous material, then this Policy is extended to cover, as a direct result of enforcement of such law or ordinance, the increased cost of decontamination and/or removal of such contaminated

insured property in a manner to satisfy such law or ordinance. This Additional Coverage applies only to that part of insured property so contaminated as a direct result of insured physical damage.

The Company is not liable for the costs required for removing contaminated uninsured property nor the contaminant therein or thereon, whether or not the contamination results from an insured event.

The Company is not liable under this extension for more than the sublimit in respect of any one Occurrence as mentioned in the Policy Schedule / Certificate, which shall be part of and not in addition to the Policy Limit.

30. Expediting Costs

The insurance shall be extended to cover the reasonable and necessary costs incurred to pay for the safeguarding, preserving and temporary repair of insured damage to insured property and to expedite the permanent repair or replacement of such damaged property, including overtime and extra cost of express and other rapid means of transportation.

The Company is not liable under this extension for more than the sublimit as mentioned in the Policy Schedule / Certificate in respect of any one occurrence, which shall be part of and not in addition to the policy limit.

31. Protection and Preservation of Property

This Extension covers:

1. Reasonable and necessary costs incurred for actions to temporarily protect or preserve insured property, provided such actions are necessary due to actual, or to prevent immediately impending, insured physical loss or damage to such insured property.
2. Reasonable and necessary:
 - a. Fire department firefighting charges imposed as a result of responding to a fire in, on or exposing the insured property;
 - b. Costs incurred of restoring and recharging fire protection systems following an insured loss; and
 - c. Costs incurred for the water used for fighting a fire in, on or exposing the insured property.

This Additional Coverage is subject to the deductible provisions that would have applied had the physical loss or damage occurred. The Indemnity Limit is up to the amount specified in the Policy Schedule / Certificate of Insurance per event and in aggregate. Subject otherwise to the terms, exceptions and conditions of the policy.

32. Contract Works

The Property Insured extends to include the permanent works and temporary works erected or in the course of erection in performance of the Contract and the materials and all other property of whatsoever nature or description for incorporation therein but excluding contractors plant, fines and penalties assumed under contract and losses more specifically insured.

The Indemnity Limit is up to the amount specified in the Policy Schedule / Certificate of Insurance per event and in aggregate. Subject otherwise to the terms, exceptions and conditions of the policy.

33. Sprinkler Up-Grading Costs

It is agreed that in the event of damage to a sprinkler installation which conforms to the latest rules on compliance of safety rules on Sprinkler Installations, if the Insurer of the premises in which the installation is contained require that the repaired or reinstated installation shall conform to the Loss Prevention Rules for Sprinkler Installations current at the time of reinstatement then this Policy shall cover such additional costs. Such costs shall include inter alia the provision of any additional pipework pumps tanks and the cost of associated building works.

The Indemnity Limit is up to the amount specified in the Policy Schedule / Certificate of Insurance per event and in aggregate. Subject otherwise to the terms, exceptions and conditions of the policy.

34. Expenses for Loss Minimization

This Policy includes expenses for loss minimization necessarily incurred by the Insured to prevent any aggravation of an Insured Loss following a loss or damage at any Insured's Premises specified in the Policy Schedule / Certificate of Insurance, including moving / shifting of property if this contributes to loss minimization, subject to a limit per loss as per Policy Schedule/Certificate of Insurance.

35. Claim Preparation Costs

In consideration of the premium paid, and subject to the Exclusions, Conditions and Limitations of the Policy to which this Extension is attached, this Policy is extended to cover the actual costs incurred by the Insured of reasonable fees payable to the Insured's accountants, architects, auditors, engineers, or other professionals and the cost of using the Insured's employees, for producing and certifying any particulars or details contained in the Insured's books or documents, or such other proofs, information or evidence required by the company resulting from insured loss payable under this Policy for which the company have accepted liability.

Coverage will not include the fees and costs of attorneys, public adjusters, and loss appraisers, all including any of their subsidiary, related or associated entities either partially or wholly owned by them or retained by them for the purpose of assisting them nor the fees and costs of loss consultants who provide consultation on coverage or negotiate claims.

The company shall not be liable under this Extension for more than the sub-limit of in respect of any one Occurrence as mentioned in Your Policy Schedule/Certificate of Insurance, which shall be part of and not in addition to the policy limit.

36. Cost of Re-Writing Records

The insurance by this Policy hereby extends to indemnify the Insured the cost, charges and expenses incurred in replacement or restoring documents but only for the value of the material and not for their value to the Insured, which may have been destroyed, damaged, lost, or mislaid. It is understood that the said documents may consist of deeds, views, agreements, maps, plans, records, books, letters, certificates and the like, but bearer bonds, coupons, bank or currency notes or other negotiable instruments shall be deemed to be excluded from this insurance.

The indemnity provided herein shall be subject to the limit of indemnity as specified in Your Policy Schedule/Certificate of Insurance.

37. Brands and Trademarks

In the event of loss or damage by a peril insured against to property bearing a brand or trademark or which in any way carries or implies the guarantee or responsibility of the manufacturer or Insured, the salvage value of such damaged property shall be determined after removal in the customary manner of all such brands or trademarks or other identifying characteristics.

The Insured shall have full right to the possession of all goods involved in any loss under this policy and shall retain control of all damaged goods. The Insured, exercising reasonable discretion, shall be the sole judge as to whether the goods involved in any loss under this policy are fit for consumption and no goods so deemed by the Insured to be unfit for consumption shall be sold or otherwise disposed of except by the Insured or with the Insider's consent but the Insured shall allow Insurers any salvage obtained on the sale or other disposition of such goods.

38. Obsolete Parts

In the event of spares currently insured hereunder and represented within the total sum insured under the policy becoming obsolete following an indemnifiable loss to the Plant and Machinery, the same should form part of the claim subject to Insurer's retaining right of salvage over such obsolete parts.

39. Deliberate Damage

This Insurance covers physical loss of or damage to the property insured or expenses incurred by the Insured directly caused by any act or order of any governmental authority acting under the powers vested in them to prevent or mitigate the damage or imminent damage or threat thereof (Example: Pollution Hazard), resulting directly from damage to the property insured, provided such act of governmental authority has not resulted from lack of due diligence by the Insured to prevent or mitigate such hazard or threat thereof and to any other physical damage.

Consequential losses are however excluded.

The indemnity provided herein shall be subject to the limit of indemnity as specified in The Schedule.

40. Sue And Labour Clause

In case of loss or damage, or imminent loss or damage, to the Contract Works insured hereunder due to a cause indemnifiable under the Policy, it shall be lawful and necessary for the Insured, their factors, servants and assigns, to sue, labour, and travel for in and about the defence safeguard and recovery of the Property Insured hereunder or any part thereof without prejudice to this insurance, to the charges whereof the Insurers shall contribute according to the rate and quantity of the loss amount indemnifiable hereunder by the Insurers or which would have been indemnifiable hereunder by the Insurers but for the actions of the Insured; nor shall such acts of the Insured or Insurers in recovering saving and preserving Property Insured in case of loss or damage be considered a waiver or an acceptance of abandonment.

In the case of imminent loss or damage the Insured shall take such action as they consider prudent to prevent or reduce loss of or damage to the Contract Works and shall inform the Insurers as soon as practicable thereafter.

The liability of the Insurers under this Endorsement shall not increase the Limit of Liability stated in the Policy Schedule and shall be subject to the Deductibles applicable in accordance with the General Conditions specified in the Policy.

41. Accidental Damage Cover

This policy is extended to cover direct physical loss or damage to the property described in the Policy Schedule / Certificate of Insurance whilst situated in the insured premises due to accident from any fortuitous cause subject to the terms, conditions and exclusions herein.

The Limit of Indemnity under this policy shall not exceed the amount stated in the Policy Schedule / Certificate of Insurance for the period of Insurance. The below will be applicable to this coverage in addition to the policy standard exclusions:

1. Loss, destruction or damage to bullion or unset precious stones, any curios or works of art, manuscripts, plans, drawings, securities, obligations or documents of any kind, stamps, coins or paper money, cheques, books of accounts or other business books, computer system records, explosives unless otherwise expressly stated in the Policy Schedule / Certificate of Insurance.
2. Loss, destruction or damage to the insured property premises caused by change of temperature.
3. Loss or damage by spoilage resulting from the retardation or interruption or cessation of any process or operation caused by operation of any of the perils covered.
4. Damage to belts, ropes, chains, rubber tyres, dies, moulds, blades, cutters, knives or exchangeable tools, engraved or impression cylinders or rolls, object made of glass, porcelain, ceramics, all operating media (e.g. lubricating oil, fuel, catalyst, refrigerant etc.) felts, endless conveyor belts or wires, sieves, fabrics, heat resisting and anti-corrosive lining and parts of similar nature, packing material, parts not made of metal (except insulating material) and non-metallic lining or coating or metal parts, unless caused by fire, lightening, riot, strike, malicious damage, storm, tempest, flood and inundation.
5. Loss or damage due to breakdown, electrical, electronic and/or mechanical derangement.
6. Loss or damage due to termites, moths, insects, vermin, inherent vice, fumes, latent defect, fluctuations in atmospheric or climatic conditions, the action of light.
7. Loss or damage due to collapse, settlement or bedding down, ground heave or cracking of structures or the removal or weakening of support to any insured property.
8. Any loss or damage due to self-intentional destruction, and/or arising out of provocation by the Insured or its authorized representative.

42. New Location Cover

Property at a new location acquired by the Insured, other than those in operation or acquired prior to the effective date of this coverage, is automatically covered up to the limit specified in the Policy Schedule / Certificate of Insurance on content of the location involved for a period up to 15 days from the date of acquisition. It is understood that the Insured shall declare within 15 days from the date of acquisition the value of property at any such location acquired

and will pay the appropriate additional premium from the date of acquisition on pro rata basis at the base policy rate.

43. Property Under Care Custody and Control

The Policy is extended to include physical damage to property not belonging to the Insured, but which is under the care custody or control of the Insured or which they are responsible to insure, provided that the maximum duration of such responsibility shall not exceed consecutive 120 days in respect of any one item of property during any one Period of Insurance.

The indemnity provided herein shall be subject to the limit of indemnity as specified in Your Policy Schedule/Certificate of Insurance.

44. Immediate Repairs

It is agreed that in case of loss the Insured, if they so elect, may immediately begin repairs or reconstruction but such work shall at all times be open to supervision by the Insurer and in case of dispute as to the cost of repair and/or reconstruction the loss shall be settled in accordance with the terms of this Policy, the sole object of this Condition being not to deprive the Insured from the use of operating properties which may be necessary to their Business. Evidence of loss to be photographed and if any damaged items are replaced then same to be preserved for inspection by Surveyor

It is further noted and agreed that in the event of physical loss or damage to the property insured hereunder the insured, at their sole discretion, shall have the option to accept repair or replacement terms as offered by the Original Equipment Manufacturer (OEM) regardless of any other terms offered from other suppliers, manufacturers or fabricators. Provided always that the difference between the OEM quote and the lowest quote doesn't exceed 25% of the lowest quote and quotes are based on the same technological specifications.

This Cover is subject to the Limit of Indemnity mentioned in Your Policy Schedule/Certificate of Insurance.

45. Pair and Set/Consequential Reduction in Value

In the event of insured loss or damage to personal property, this policy shall insure the resulting reduction in value of the remaining undamaged components or parts of products customarily sold as individual units or sold as pairs, sets, lots or in ranges.

At the Insured's option, the Insured may collect the full value of the pair or set provided the Insured tenders the remaining article or articles of the pair or set to the Insurer.

46. Fire Extinguishing / Fighting Expenses

It is hereby agreed and declared that notwithstanding anything to the contrary in this policy or in any of its conditions that in the event of a fire or a series of fire arising directly or indirectly from the same occurrence including fire threatening to involve the property insured under this section of the policy, the insured shall be entitled to recover upto a Limit Any One Accident specified in Your Policy Schedule /Certificate of Insurance.

- i. the actual cost of material used and/or damaged in extinguishing or controlling or attempting to extinguish or control any such fire;

- ii. the cost of all clothing and/ or personal effects damaged and / or lost as a result of such fire and / or fight, extinguish or controlling or attempting to fight extinguish or control such fire unless more specifically insured elsewhere;
- iii. all other actual expense (including any expenses paid for firefighting, extinguishing or controlling or attempting to fight extinguish or control such fire and / or localizing such fire.
All claims for personal injury are excluded.
- iv. The expenses incurred to recharge/refill any fire protection devices.

47. Civil Authority

This Policy extends to insure against increased cost occasioned by any Civil Authority's enforcement of any ordinance or law regulating the reconstruction, repair or demolition of any Property Insured hereunder following an indemnifiable loss.

Subject to the limit of Sum Insured property which is insured under this Policy of Insurance is also covered against the risk of damage or destruction by civil authority during a conflagration and for the purpose of retarding the same provided that neither such conflagration nor such damage or destruction is caused or contributed to by war, invasion, revolution, rebellion, insurrection or warlike operations as more fully described in General Exclusions applicable to all Sections.

The indemnity provided herein shall be subject to the limit of indemnity as specified in your Policy Schedule/Certificate of Insurance.

48. Involuntary Betterment

Notwithstanding Condition of Reinstatement, In the event that new Property Insured of like kind and quality is not obtainable Property Insured which is as similar as possible to that which has sustained Damage and which is capable of performing the same function shall be deemed to be new Property Insured of like kind and quality and in no event shall this be considered as a betterment to the Insured.

In the event of replacement with new Property Insured the Insurer will pay the cost of purchasing and installing technologically current Property Insured which is necessitated by incompatibility between new Property Insured installed to replace Property Insured which has sustained Damage and existing Property Insured which has not incurred Damage at the same or an interdependent location.

Provided always that:

1. Damage was directly caused to the Property Insured
2. The Insurer shall be liable only for the amount sufficient to enable the Insured to resume operations in substantially the same manner as before the Damage
3. The Insurer shall be liable for only the difference between
 - 3.1. the highest sales value of the existing Property Insured which has not incurred Damage at the same or interdependent location and
 - 3.2. The installed cost of the technologically current Property Insured

The liability of the Insurer shall not exceed the Limit of Liability stated in your Policy Schedule / Certificate of Insurance.

49. Damage to Building (Occasioned by Theft)

This cover includes damage to building caused by theft or attempted theft excluding damage

- i. More specifically insured by or on behalf of the insured
- ii. In respect of any building which is empty or not in use

Notwithstanding anything herein stated to the contrary, it is hereby declared and agreed that the cover provided under this policy shall extend to cover damage to the premises for which the insured is responsible by burglary, housebreaking or robbery or any attempt threat, provided there

is visible evidence of forcible and violent entry into or exit from the premises and provide that the liability of the company shall not exceed in aggregate the sum mentioned in your Policy Schedule / Certificate of Insurance.

50. Errors & Omissions

It is hereby understood and agreed, subject otherwise to the terms, conditions and exclusions of the Policy and endorsed hereon, that The Company will pay for direct physical loss of or damage caused by a loss to property on the insured location which is not payable under this Policy because of an unintentional omission or error by the Insured, at the time of policy inception, in the description or inclusion of any property to declare the same as an insured property; but only to the extent The Company would have provided coverage had the unintentional omission or error not been made.

Insured must report any unintentional omission or error as soon as possible.

This coverage does not apply if there is coverage available under any of the provisions, endorsements, add-on covers of this Policy.

The indemnity provided herein shall be subject to the limit of indemnity as specified in your Policy Schedule / Certificate of Insurance.

51. Minor Works

It is hereby understood and agreed, subject otherwise to the terms, conditions and exclusions of the Policy and endorsed hereon, that this policy is extended to cover physical loss or damage to minor alterations and/ or construction and/ or re-construction and/ or additions and/ or maintenance and/ or modifications and/ or work which is carried out on any of the property insured under this policy against insured perils.

Notwithstanding other terms and conditions herein, this extension to the policy shall only pay in excess of more specific insurance if any, arranged in respect of minor works. This extension does not cover any loss or damage to property which, at the time of the happening of such loss or damage, is insured, but for the existence of this policy, by any project insurance policy or policies.

The indemnity provided herein shall be subject to the limit of indemnity as specified in your Policy Schedule / Certificate of Insurance.

52. Undamaged Foundations

In consideration of the payment of additional premium and notwithstanding anything to the contrary in this policy or in any of its conditions, it is hereby agreed and declared that, following the operation of an insured peril resulting in an admissible loss, only the insured building is damaged with no damage to building's plinth and foundations, with the consent of the insurer, if reinstatement of the damaged Property is to be carried out in any other position or elsewhere whether for reason of the exercising of state or local government requirements or otherwise, the abandoned building's plinth and foundations will be considered as being destroyed by the Insured Peril and the Insured shall be indemnified subject to the terms and conditions of the policy and provided that the value of plinth and foundation has been declared by the Insured.

53. Capital Additions

It is hereby agreed and declared that notwithstanding anything to the contrary in this policy or in any of its conditions

The Insurer shall indemnify the insured in respect of loss of or damage to:

(a) any buildings, machinery and other equipment acquired or operated by or held in the care, custody or control of the insured after the inception of this Policy of Insurance and not included in The Schedule;

(b) any additions or extensions to Property Insured which have been carried out after the inception of this Policy of Insurance collectively referred to as "capital additions".

(c) Any increase in the New Replacement Value as a result of such capital additions shall not exceed the percentage of the total Sum Insured specified in The Schedule.

This Additional Insurance Cover is also subject to the Insuring Party advising The Insurer within three months of the particulars of any such capital additions and in case of the capital additions exceeding the limit specified in The Schedule the payment of any additional Premium the Insurer may require.

The liability of the Insurer shall not exceed the Inner Limit of Liability stated in the Policy Schedule / Certificate of Insurance.

54. New Acquisitions

This policy automatically covers the Insured's interest in newly acquired property, as is otherwise covered by this policy, whether acquired through merger, acquisition or otherwise. All current/ future subsidiaries to be automatically covered for their respective share/ rights.

The liability of the Insurer shall not exceed the Limit of Liability stated in your Policy Schedule / Certificate of Insurance.

55. Undamaged Stock and Loss on Re Sale

This Policy is extended to cover the cost of replacement of or modification to undamaged components of an item of Property insured following Damage.

The liability of the Insurer shall not exceed the Limit of Liability stated in your Policy Schedule / Certificate of Insurance.

56. Smoke Damage Extension

This Policy is extended to cover destruction of or damage to the property insured (by fire or otherwise) directly caused by smoke due to a sudden, unusual and faulty operation of any heating or cooking unit, only when such unit is connected to a chimney by exhaust pipe or vent pipe, but not smoke from fire-places or industrial apparatus.

The liability of the Insurer shall not exceed the Limit of Liability stated in your Policy Schedule / Certificate of Insurance.

57. Accidental Discharge of Gas Flooding Systems

This Policy is extended to cover reasonable costs/expenses incurred by the insured in refilling cylinders of any gas flooding systems installed for the protection of property arising out of the accidental discharge of such system upto the Limit of Liability stated in your Policy Schedule / Certificate of Insurance.

58. Contamination and Co-mingling of stocks

This Policy is extended to cover loss or damage to stock as a result of fortuitous accidental contamination and/ or accidental co-mingling arising from a cause not otherwise excluded whilst in the Insured's care, custody and control.

The liability of the Insurer shall not exceed the Limit of Liability stated in your Policy Schedule / Certificate of Insurance.

59. Leakage and Overflowing of Storage Tanks (Other than water storage tanks)

This Policy is extended to cover the loss of stock caused by sudden and accidental leakage and/ or overflowing from any storage tank or vessel, pipeline. Limit per occurrence and the aggregate limit of liability during the policy period is as stated in your Policy Schedule / Certificate of Insurance.

60. Seasonal Enhancement of Stocks Cover

It is hereby agreed and declared that notwithstanding anything to the contrary in this policy or in any of its conditions the Sum Insured of Stocks insured under the policy would be enhanced by percentage mentioned of their initial Sum Insured for a period of specified two months (Insured has a choice to select two months in succession or in a staggered way.)

61. Goods and Stocks undergoing any heating or drying process

This Policy is extended to cover the loss or damage to property insured by fire only occasioned by its undergoing any heating or drying process provided that loss or damage due to smoke, fumes, scorching, charring, chemical reaction, change of state or original composition or discoloration of property is excluded.

The liability of the Insurer shall not exceed the Limit of Liability stated in your Policy Schedule / Certificate of Insurance.

62. Outbuilding Clause

It is hereby agreed and declared that notwithstanding anything to the contrary in this policy or in any of its conditions it is understood to include walls, gates and fences, small outbuildings, extensions, annexes, exterior staircase and steel or iron frameworks in the said premises.

The liability of the Insurer shall not exceed the Limit of Liability stated in your Policy Schedule / Certificate of Insurance.

63. Damages to Underground Services

This Policy is extended to cover damage to any insured's underground water, drainage, sewerage, gas, electricity or telephone pipe or cable for which the Insured is responsible extending from the Premises to the main provided the sum insured declared under the Policy is inclusive of the above.

64. Landscaping Cost

This Policy is extended to cover the reasonable cost of remaking, reconstituting, redesigning and purchasing as necessary in order to replace surrounding and internal landscape grounds and gardens following Damage.

The liability of the Insurer shall not exceed the Limit of Liability stated in your Policy Schedule / Certificate of Insurance.

65. Duty Liability

This Policy is extended to insure for the insured's liability for custom's, excise and other duties which the insured may become liable to pay in the event of Damage to property insured, to the extent it is included in the sum insured.

66. Accounts Receivable

It is hereby agreed and declared that notwithstanding anything to the contrary in this policy or in any of its conditions if 'Accounts Receivable' is shown in the schedule then following insured damage to the insured's accounts receivable records the Company will pay up to the sum insured shown in the schedule for: (a) all amounts due to you that cannot be collected as a direct result of damage to Insured's accounts receivable records; and (b) debt collection costs that would not have been incurred had Insured's accounts receivable records not been damaged and that these debt collection costs are necessarily incurred to collect amounts that otherwise would not have been collected. Provided that Company will not pay for: (i) losses due to book-keeping or accounting errors or omissions; (ii) loss due

to Insured's dishonesty or dishonesty of Insured's directors, partners, employees and officers or any other person who has an interest in the accounts receivable records; (iii) bad debts that would normally not be collected by Insured; and (iv) collection costs that would normally have been incurred.

The liability of the Insurer shall not exceed the Limit of Liability stated in your Policy Schedule / Certificate of Insurance.

67. Property of Employees and Visitors/Personal Effects

It is hereby understood and agreed, subject otherwise to the terms, conditions and exclusions of the Policy and endorsed hereon, that this Policy covers direct physical loss of or damage in respect of the personal effects (except vehicles) owned by Insured, Insured's officers, partners, employee or of others in Insured's care, custody or control when at a premises described in the Schedule. The coverage does not apply to theft from any vehicle.

The indemnity provided herein shall be subject to the limit of indemnity as specified in your Policy Schedule / Certificate of Insurance.

68. Property Outside/Away From the Premises

It is hereby agreed and declared that notwithstanding anything to the contrary in this policy or in any of its conditions the insured may keep anywhere part of the property (including goods) in the open, but Machinery and Equipment away from the Premises is subject to a sub-limit per location per event. Cover is extended to include stocks outside plant Premises in Tanks / Pipelines or for conversion, stock in depot whether owned or leased. The maximum time period for which this part of the property may be outside the insured's premises is 30 days.

69. Tenants Improvement

It is hereby agreed and declared that notwithstanding anything to the contrary in this policy or in any of its conditions that the Tenant's Premises: The Company will also pay in addition to the sum Insured for insured property, the cost of repairing or replacing damage to Insured's landlord's premises or property (other than glass) for which Insured is liable under the terms of lease or rental agreement arising from theft or attempted theft at the premises.

The indemnity provided herein shall be subject to the limit of indemnity as specified in your Policy Schedule / Certificate of Insurance.

70. Shutdown Expenses

It is hereby agreed and declared that notwithstanding anything to the contrary in this policy or in any of its conditions this policy extends to cover shut down and start up costs necessarily and reasonably incurred by the insured consequent upon a loss or damage covered by this policy.

The indemnity provided herein shall be subject to the limit of indemnity as specified in your Policy Schedule / Certificate of Insurance.

71. Waiver of Subrogation

It is hereby agreed and declared that notwithstanding anything to the contrary in this policy or in any of its conditions that in the event of the claim arising under this policy, the Company agrees to waive any rights remedies or relief to which they might become entitled by subrogation against specific parties

72. Trace and Access

it is hereby agreed and declared that notwithstanding anything to the contrary in this policy or in any of its conditions that the costs and expenses incurred in investigating and identifying the cause of Damage, and of identifying the location of such cause.

The indemnity provided herein shall be subject to the limit of indemnity as specified in your Policy Schedule / Certificate of Insurance.

73. Waiver of Underinsurance

it is hereby agreed and declared that notwithstanding anything to the contrary in this policy or in any of its conditions if, in the event of loss or damage, it is found that the sum insured is less than the amount required to be insured, then the amount recoverable by the insured under this section shall be reduced in such proportion as the sum insured bears to the amount required to be insured. Provided, however, if the said sum insured in respect of such item(s) of the schedule shall not be less than ___% (as mentioned in your Policy Schedule/Certificate of Insurance) of the value of the item(s) thereat, this condition shall be of no purpose and effect.

74. Deferred Payments

it is hereby agreed and declared that notwithstanding anything to the contrary in this policy or in any of its conditions this policy covers insured physical loss or damage to personal property of the type insured sold by the insured under a conditional sale or trust agreement or any instalment or deferred payment plan and such property has been delivered to the buyer. Coverage is limited to the unpaid balance for such property.

In the event of loss of property sold under deferred payment plans, the insured will use all reasonable efforts, including legal action if necessary, to effect collection of outstanding amounts due or to regain possession of the property.

There is no liability under this policy for loss:

- 1) Pertaining to products recalled including, but not limited to the costs to recall, test or to advertise such recall by the insured.
- 2) From theft or conversion by the buyer of the property after the buyer has taken possession of such property.
- 3) To the extent the buyer continues payments. 4) Not within the territory of this policy.

The indemnity provided herein shall be subject to the limit of indemnity as specified in your Policy Schedule / Certificate of Insurance.

75. Archives

It is hereby understood and agreed, subject otherwise to the terms, conditions and exclusions of the Policy and endorsed hereon, that the insurance under this Policy is extended to cover reasonable costs incurred in the reconstruction of archives, record account documents, plans, computer programs and data, subject to back up copies / records being maintained in a safe and secure place.

The Company shall, however, not be liable for any costs arising from false programming, punching, labelling or inserting, inadvertent cancelling of information or discarding of data media, and from loss of information caused by magnetic fields.

The indemnity provided herein shall be subject to the limit of indemnity as specified in your Policy Schedule / Certificate of Insurance.

76. Catalyst and Consumable (including lining and refractory) interest in process

It is hereby understood and agreed, subject otherwise to the terms, conditions and exclusions of the Policy and endorsed hereon, that loss of or damage to catalysts and consumable materials including

lining and refractory in the course of process are covered to a maximum limit as specified in the Schedule. This extension also covers loss and/or damage of catalysts due to its sudden poisoning /deactivation by a cause not excluded under the policy.

Basis of Indemnity – Actual Cash value (i.e. the residual value)

The indemnity provided herein shall be subject to the limit of indemnity as specified in your Policy Schedule / Certificate of Insurance.

77. Plans, Documents and Computer Systems Records

It is hereby understood and agreed, subject otherwise to the terms, conditions and exclusions of the Policy and endorsed hereon, that the insurance by this Policy extends to cover loss of data, data media and records including plans & documents as well as its regeneration, up to a limit as specified in the Schedule subject to following.

1. The loss of data, data media and records having been caused by damage covered under Material Damage Section (All risk or Machinery Breakdown) of the policy.
2. Data / software backup being kept in fireproof safe.
3. The following special exclusions will apply:
 - a. Loss or damage for which the Repair Company or Maintenance Company is contractually liable.
 - b. Any cost for standard adjustment, rectifying functional failures and maintenance of Insured object unless necessary in connection with the repair of an Insured loss.
 - c. Normal wear and tear of media
 - d. Erroneous programming, perforating, loading or printing.
 - e. Consequential loss of any kind

The indemnity provided herein shall be subject to the limit of indemnity as specified in your Policy Schedule / Certificate of Insurance.

78. Exhibition, Exposition, Fair or Trade Show

It is hereby understood and agreed, subject otherwise to the terms, conditions and exclusions of the Policy and endorsed hereon, that The Company will pay to the Insured for direct physical loss of or damage caused by a peril mentioned below to property insured situated on the premises of any exhibition, exposition, fair or trade show unless such property is otherwise more specifically insured. The scope of coverage will be within the Territorial scope of this policy.

Perils Covered – Insured Perils under the policy unless otherwise specifically mentioned in The Schedule

The indemnity provided herein shall be subject to the limit of indemnity as specified in your Policy Schedule / Certificate of Insurance.

79. Lawns, Plants, Shrubs or Trees

It is hereby understood and agreed, subject otherwise to the terms, conditions and exclusions of the Policy and endorsed hereon, that The Company will pay for direct physical loss of or damage, in respect of the Policy, to lawns, plants, shrubs or trees occurring at such premises as described in the Schedule. This coverage does not apply to improvements at a golf course unless specifically mentioned in the Schedule. This coverage does not apply to loss or damage caused by or resulting from: windstorm and hail; vehicle damage; weight of snow, ice or sleet; and water damage.

The indemnity provided herein shall be subject to the limit of indemnity as specified in your Policy Schedule / Certificate of Insurance.

80. Tenant's Liability

It is hereby understood and agreed, subject otherwise to the terms, conditions and exclusions of the Policy and endorsed hereon, the indemnity provided by this insurance extends to include all sums for which the Insured having insurable interest derived out of the terms of the lease agreement shall become legally liable to pay following upon damage to property occupied by the Insured, consequent upon the Insured's occupation of any premises or building as a tenant

Provided that: -

1. Such liability arises out of the normal occupational activity of the Insured at the premises described in the Schedule to the Policy or as otherwise confirmed by The Company or endorsed thereon
2. There shall be no liability on behalf of The Company following any property or portion of property or premises being sub-let by the Insured insofar as such property is concerned.
3. The Insured shall not breach any contractual agreement or obligation between any landlord or any other tenant of the premises or property as such breach may have any bearing on the interests of The Company.

In the event of any Landlord to the Insured having effected insurance on behalf of the Insured as tenant; or the Insured as tenant being entitled to indemnity or compensation from any other source then the provision of such compensation shall be combined with such insurance and shall be considered to be the 'initial indemnity' and any amount having been paid for by such combined 'initial indemnity' shall be deducted from the indemnity provided for by this Policy. If such an amount of 'initial indemnity' shall exceed the limit of indemnity as provided by this Policy then there shall be no payment of indemnity in terms of this clause.

The indemnity provided herein shall be subject to the limit of indemnity as specified in your Policy Schedule / Certificate of Insurance.

81. Unrepaired Damage

It is hereby understood and agreed, subject otherwise to the terms, conditions and exclusions of the Policy and endorsed hereon, that in the event of the Insured deciding not to replace or repair the damaged item covered under the Policy and decides to continue with the damaged item after incurring necessary expenditure for safe working of the damaged item, The Company shall indemnify the amount expended in making the item safe plus the reasonable repair cost which would have been incurred by the Insured had the Insured repaired the damage item or reasonable amount equivalent to reduced life of damaged item.

The indemnity provided herein shall be subject to the limit of indemnity as specified in your Policy Schedule / Certificate of Insurance.

82. Burglary, Housebreaking & Robbery Cover

This Policy is extended to Indemnify You up to the Sum Insured mentioned in Your Policy Schedule/Certificate of Insurance against this Cover, if the Property Insured is lost or damaged whilst contained in the Building Premises specified in the Policy Schedule/Certificate of Insurance due to Burglary and/or Housebreaking and/or Robbery.

Special Exclusions applicable to this Cover:

We shall not be liable in respect of:

1. Co-Payment / Deductible as mentioned in Your Policy Schedule/Certificate of Insurance against this Coverage. The Co-Payment / Deductible shall apply for each & every claim.
2. Loss, destruction or damage to bullion or works of art of manuscripts, designs, moulds, plans, drawings, securities or obligations, deeds, bonds, stamps, coins or paper money, cheques, books of accounts or other business books, computer systems records, Explosives, livestock, Blood

Stock, motor vehicles, jewellery and valuables, portable equipment like Mobile, Laptop, I-pad, I-pod, Camera and items of similar nature unless specifically insured and mentioned in the Policy Schedule/Certificate of Insurance.

3. Loss or damage to the Property Insured due to larceny and/or theft.
4. Loss or damage to Property Insured due to Burglary and/or Housebreaking and/or Robbery where the insured or any of the insured's family/employee/staff/business associate is alleged to be concerned or implicated.
5. Loss or damage occasioned by spillage or pilferage.
6. Loss or damage which is recoverable under any other insurance Policy.
7. Mysterious disappearance and Unexplained Losses.
8. Loss or damage directly or indirectly, proximately or remotely occasioned by or which arises out of or in connection with riot and strike, civil commotion, earthquake, flood, storm, volcanic eruption, typhoon, hurricane, tornado, cyclone or other convulsions of nature or atmospheric disturbances, unless specifically agreed by Us and mentioned in Your Policy Schedule/Certificate of Insurance.
9. Loss or Damage whether direct or indirect arising from war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), mutiny, insurrection, rebellion, revolution, conspiracy, military naval or usurped power, seizure, capture, confiscation, arrests, restraints, permanent or temporary dispossession resulting from confiscation, commandeering or requisition by order of government or any lawfully constituted authority.
10. Damage cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss, unless specifically agreed by Us and mentioned in the Policy Schedule/Certificate of Insurance.
This exclusion also includes loss, damage, cost or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to action taken in respect of any act of terrorism.
11. If the Company alleges that by reason of this Exclusion, any loss, damage, cost or expenses is not covered by this insurance the burden of proving the contrary shall be upon the Insured.
12. Loss or damage directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel nor any consequential loss and for the purpose of this exception combustion shall include any self-sustaining process of nuclear fission directly or indirectly caused by or contribution to by or arising from nuclear weapons material.
13. Loss or damage caused by use of key to the Insured Property or any duplicate key belonging to the Insured, unless such key has been obtained by assault or violence or any threat thereof.

83. Theft & Larceny Cover

This Policy is extended to Indemnify You up to the Sum Insured mentioned in Your Policy Schedule/Certificate of Insurance against this Cover, if the Property Insured is lost or damaged whilst contained in the Building Premises specified in the Policy Schedule/Certificate of Insurance due to theft and/or larceny.

Special Exclusions applicable to this Cover:

We shall not be liable in respect of:

1. Co-Payment / Deductible as mentioned in Your Policy Schedule/Certificate of Insurance against this Coverage. The Co-Payment / Deductible shall apply for each & every claim.
2. Loss, destruction or damage to bullion or works of art of manuscripts, designs, moulds, plans, drawings, securities or obligations, deeds, bonds, stamps, coins or paper money, cheques, books of accounts or other business books, computer systems records, Explosives, livestock, Blood

- Stock, motor vehicles, jewellery and valuables, portable equipment like Mobile, Laptop, I-pad, I-pod, Camera and items of similar nature unless specifically insured and mentioned in the Policy Schedule/Certificate of Insurance.
3. Loss or damage to Property Insured due to Burglary and/or Housebreaking and/or Robbery.
 4. Loss or damage to Property Insured due to larceny and/or theft where the insured or any of the insured's family/employee/staff/business associate is alleged to be concerned or implicated.
 5. Loss or damage occasioned by spillage or pilferage.
 6. Loss or damage which is recoverable under any other insurance Policy.
 7. Mysterious disappearance and Unexplained Losses.
 8. Loss or damage directly or indirectly, proximately or remotely occasioned by or which arises out of or in connection with riot and strike, civil commotion, earthquake, flood, storm, volcanic eruption, typhoon, hurricane, tornado, cyclone or other convulsions of nature or atmospheric disturbances, unless specifically agreed by Us and mentioned in Your Policy Schedule/Certificate of Insurance.
 9. Loss or Damage whether direct or indirect arising from war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), mutiny, insurrection, rebellion, revolution, conspiracy, military naval or usurped power, seizure, capture, confiscation, arrests, restraints, permanent or temporary dispossession resulting from confiscation, commandeering or requisition by order of government or any lawfully constituted authority.
 10. Damage cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss, unless specifically agreed by Us and mentioned in the Policy Schedule/Certificate of Insurance.
This exclusion also includes loss, damage, cost or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to action taken in respect of any act of terrorism.
 11. If the Company alleges that by reason of this Exclusion, any loss, damage, cost or expenses is not covered by this insurance the burden of proving the contrary shall be upon the Insured.
 12. Loss or damage directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel nor any consequential loss and for the purpose of this exception combustion shall include any self-sustaining process of nuclear fission directly or indirectly caused by or contribution to by or arising from nuclear weapons material.

84. Seventy-Two Hours Clause

It is hereby agreed and declared that notwithstanding anything to the contrary in this policy or in any of its conditions

Windstorm (Storm, Cyclone, Typhoon, Tempest, Hurricane and Tornado)

Insurers shall not be liable for any loss occurring before the effective date and time of the Policy nor for any loss commencing after the expiration date and time of this Policy. However, The Insurer will be liable for any losses occurring for a period of up to maximum seventy-two (72) hours after the expiration of this Policy, provided that the first windstorm damage occurs prior to the date and time of the expiration of this Policy.

Each loss by windstorm shall constitute a single claim hereunder; provided, if more than one windstorm shall occur within any period of seventy-two (72) hours during the term of this Policy such windstorm shall be deemed to be a single windstorm within the meaning thereof.

Official recognised Authority (or as agreed between The Insurer and The Insured) will elect the moment from which each of the aforesaid periods of seventy-two (72) hours shall be deemed to have

commenced but no two such seventy-two (72) hour periods shall overlap.

Earthquake (to be deleted if Earthquake Cover is not opted for)

Insurers shall not be liable for any loss caused by an earthquake occurring before the effective date and time of this policy nor for any loss commencing after the expiration date and time of this policy. However, The Insurer will be liable for any losses occurring for a period of up to maximum seventy-two (72) hours after the expiration of this Policy, provided that the earthquake damage occurs prior to the date and time of the expiration of this Policy.

Any and all losses caused by earthquake shall constitute a single loss hereunder provided that more than one earthquake shock occurring within any seventy-two (72) hour period during the Period of Insurance of this Policy shall be deemed to be a single earthquake within the meaning thereof.

Official recognised Authority (or as agreed between The Insurer and The Insured) will elect the moment from which each of the aforesaid periods of seventy-two (72) hours shall be deemed to have commenced but no two such seventy-two (72) hours periods shall overlap.

Flood

Insurers shall not be liable for any loss caused by flood occurring before the effective date and time of this policy nor for any loss commencing after the expiration date and time of this policy. However, The Insurer will be liable for any losses occurring for a period of up to maximum seventy-two (72) hours after the expiration of this Policy, provided that the first flood damage occurs prior to the date and time of the expiration of this Policy.

Each loss caused by flood and all losses caused by flood within a seventy-two (72) hours period shall be deemed to constitute a single loss.

Official recognised Authority (or as agreed between The Insurer and The Insured) will elect the moment from which each of the aforesaid periods of seventy-two (72) hours shall be deemed to have commenced but no two such seventy-two (72) hours periods shall overlap.

85. Additional Insureds (to be named in The Schedule)

It is understood and agreed that any individual, firm, corporation and/or its joint ventures, for whom or with whom The Insured may be operating is hereby named as additional Insured in The Schedule when required by contract, or as required. It is further understood and agreed that in the event there is any violation of the terms and conditions of this insurance by one Insured, it shall not affect the rights of other Insureds; including interest of mortgagees and notice of assignment in respect thereof.

Nothing contained in this Endorsement shall be deemed to increase the Sum(s) Insured or Limit of Indemnity stated in Your Policy Schedule/Certificate of Insurance.

86. Multiple Insured Clause

If in any Section The Insured comprises of more than one party each operating as a separate and distinct entity, this Policy of Insurance shall, unless otherwise provided for in this Policy of Insurance, apply as if a separate policy had been issued to each of these parties provided always that The Insurer's overall liability towards the parties that constitute The Insured in any Section shall not exceed the Sum Insured and any limits of indemnity specified in The Schedule to that Section. Any payment made by The Insurer to any Insured Party as a result of an occurrence of loss or damage shall reduce, by the amount of that payment, The Insurer's liability towards all Insured Parties that constitute The Insured arising from that occurrence under this Policy of Insurance

87. Payments on Account

Payments on account may be made to the Insured following Damage at the discretion of the Insurer but in no case shall any payment exceed the Insurer's liability for each item in respect of which payment is to be made

88. Non-Vitiation Clause

The various parties comprising the insured operate as separate and distinct entities, the rights of each of these parties in all respects shall (non-withstanding anything contained or implied herein to the contrary), be treated as though each of the parties had separate policies for their respective rights and interests and indemnities of any of the parties who are not guilty of any act, omission, statement, fraud, misrepresentation, non-disclosure, breach of condition/warranty or mis-statement on the part of any individual insured which may vitiate any claims or render this policy void shall have such effect only as to the rights and interests of that particular insured and shall not prejudice the rights and interest of any other insured under this policy.

Nothing contained in this Endorsement shall be deemed to increase the Sum(s) Insured or Limit of Indemnity stated in the Policy Schedule / Certificate of Insurance, subject otherwise to the terms, exclusions, conditions and limitations of this Policy.

89. Nominated Loss Adjusters

Insurers agree that, in the event of an occurrence that is likely to give rise to a claim under this Policy, the Insured can appoint one of the following firms of Adjusters/Surveyors to act on behalf of Insurers to conduct all loss or damage surveys or adjustments (insert names here).

90. Non-Invalidation

It is hereby agreed that this insurance shall not be invalidated by:

1. Any change of occupancy or increase of risk taking place in the property insured without the insured's knowledge provided that they shall, immediately on the same coming to their knowledge, advise the insures and pay any additional premium that may be required form the date of such increase of risk.
2. Workmen on the premises for the purposes of effecting repairs, minor alterations to the premises or general maintenance purposes and the like.

91. Primary and Non-Contributory

It is expressly agreed that this policy provides primary insurance cover and shall not be contributory to any other policy that may exist whether the other policy also covers the interest of the insured or not. Subject other wise to the terms and conditions of the Policy.

92. Vehicle Load Clause

In the event of any of the insured's vehicles being left loaded overnight whilst in or on or about the premises of the insured or his authorised warehouses the Company will indemnify the insured in respect of such load in the event of loss or damage by any of the perils insured against by this Policy.

The indemnity provided herein shall be subject to the limit of indemnity as specified in your Policy Schedule/Certificate of Insurance.

93. Un-Occupancy Clause

It is hereby agreed and declared that notwithstanding anything to the contrary in this policy or in any of its conditions that the insurance by this Policy will not be prejudiced in the event of any Building remaining unoccupied for a greater period than 30 days.

94. Leak search / finding cost Clause

It is hereby agreed and declared that notwithstanding anything to the contrary in this policy or in any of its conditions in addition to indemnifiable costs of repair or replacement the company will indemnify

the insured for the cost and expenses necessarily and reasonably incurred in locating and obtaining access to any part or parts of the insured property in order to locate and repair leaks or other damages.

The indemnity provided herein shall be subject to the limit of indemnity as specified in your Policy Schedule / Certificate of Insurance.

95. Obsolete equipment Clause

It is hereby agreed and declared that notwithstanding anything to the contrary in this policy or in any of its conditions endorsed hereon that the value of Insured Property shall be determined as the cost of repairs or replacement with new, like kind and of similar quality at the time and place of loss. However, should the property be technologically obsolete or unavailable because it is no longer in production, and should the property be actually replaced by another system/ property, then the Insurer shall be liable for the replacement cost as new of equipment including connected accessories and peripherals which will at least perform substantially the same functions as the original equipment. The Company shall not deduct towards accessories and peripherals (other than salvage value if any) rendered redundant although not damaged by the insured perils arising out of replacement by new property/ system. The liability of the Company shall not be reduced by any amount of betterment inherent in the design of such functionally equivalent equipment. However, the indemnification shall not exceed the value insured for the system/ equipment replaced.

96. Loss Payee Clause

it is hereby agreed and declared that notwithstanding anything to the contrary in this policy or in any of its conditions loss is payable to The Insured or as directed by The Insured, which shall include such party who has an insurable interest in the subject matter insured at the time of loss or damage