

## Digit My Business Policy (Annexure)

### Endorsements

#### Contents

Section 1 - Go Digit, Bharat Sookshma Udyam Suraksha .....	1
Section 2 - Digit Consequential Loss (Fire) Insurance .....	5
Section 3 - Digit Burglary Insurance Policy.....	13
Section 5 - Digit Machinery Breakdown Insurance Policy .....	17
Section 6 - Digit Electronic Equipment Insurance Policy .....	23
Section 7 - Digit Contractor's Plant & Machinery Insurance .....	32
Section 12 - Digit Employees Compensation Insurance Policy .....	35
Section 16 - Digit Boiler and Pressure Plant Insurance .....	36
Section 17 - Digit All Risk Policy .....	39
Section 18 - Digit Public Liability Insurance Policy.....	43

### **Section 1 - Go Digit, Bharat Sookshma Udyam Suraksha**

#### **Standard Add-ons**

This is an additional cover that extends the insurance cover that We give under the Bharat Sookshma Udyam Suraksha. We give these additional covers if You have applied to and paid premium for the covers and We have accepted to give covers to You.

#### **1. Declaration Policy for Stocks**

1. We agree to cover Your Stock on receipt of provisional premium based on Your declaration of the value of Stock, the premium being liable to be adjusted at expiry of the Policy Period, as follows:
2. You will declare to Us in writing signed by You or an authorised person, the value of Your Stock less any amount insured by Policies other than declaration policies. If any Stock is covered by declaration policies, You must apportion to each policy a share of the value of stocks insured by such declaration policies pro-rata to the respective amounts named in those policies.
3. Your declaration shall state
  - i. Average of the value at risk on each day of the month, or
  - ii. Highest value at risk during the month
4. The value for Your declaration shall be the market value. Any loss covered shall be settled on the basis of the market value immediately before the loss.
5. You must give a separate declaration relating to each separate location.
6. You shall give such declaration before the last day of the succeeding month. If You do not make a declaration in time, We will consider the Sum Insured mentioned in the Policy Schedule as the value at risk.
7. At the end of the Policy Period, the actual premium will be calculated at the rate applied under the Policy on the average Sum Insured, i.e.,  $\frac{\text{The total of values declared or deemed to have been declared}}{\text{the number of declarations made or deemed to have been made}}$ .

8. If the premium calculated on adjustment is less than the provisional premium You have paid, We will repay the amount of the difference not exceeding 50% of the provisional premium.
9. If at the time of loss there is another subsisting insurance policy covering the insured Stock other than on declaration basis, whether You have taken such policy or someone else, We will only pay the amount of difference by which the value of the Stock at the time of loss exceeds the Sum Insured under the other policies, and We will not be liable to contribute more than that proportion which such difference bears to the total value of stocks. In all cases, the maximum We will pay is the relevant Sum Insured.
10. If after loss has occurred, it is found that the amount of last declaration before the loss is less than the amount which ought to be declared, We will pay only that proportion of loss which the amount in the last declaration bears to the amount that ought to have been declared.
11. If You cancel the policy (whether any stock exists or not), We will retain short period premium calculated on the average amount insured until the cancellation, or 50% of the provisional premium, whichever is higher. If You cancel the policy after loss has occurred, We will retain the premium of the higher of the two amounts:
  - i. The pro-rata proportion of the premium calculated on the average amount insured until cancellation plus the pro-rata proportion of the premium from the date of loss to the end of the Policy Period, and
  - ii. 50% of the provisional premium.
12. You cannot reduce the Sum Insured during the Policy Period.
13. We will not pay more than the Sum Insured, and You need not pay premium on value in excess of the Sum Insured. You and Us can increase the Sum Insured by agreement, and its effective date will be added by Endorsement on the Policy. You are liable to pay an additional provisional premium on the increased Sum Insured proportionate to the unexpired Policy Period. If the rate for the class of the relevant risk is revised during the Policy Period, You must pay an additional provisional premium on the revised rate for the unexpired period. In both these cases, the premium will be adjusted at the end of the Policy Period as stated in Clause 7 above.
14. If the Insured Stocks are collectively of greater value than their Sum Insured at the time of loss, You will be Your own insurer for the difference, and must bear a rateable proportion of the loss. Every item of Stock shall be separately subject to this condition.
15. All other terms and conditions of the Policy shall apply to the Declaration Policy

#### Additional Add-ons

Below mentioned are the add-on covers available under “Go Digit, Bharat Sookshma Udyam Suraksha”. The add-on(s) applicable to Your Policy are mentioned in Your Policy Schedule

	Add on Cover Name	UIN
1.	Escalation Clause	IRDAN158RP0080V01202021/A0015V01202122
2.	Adequacy of Sum Insured	IRDAN158RP0080V01202021/A0019V01202122
3.	Incidental Costs	IRDAN158RP0080V01202021/A0017V01202122
4.	Accidental Damage Cover	IRDAN158RP0080V01202021/A0016V01202122
5.	Loss of Rent and Additional Expenses of Rent for an Alternate Premises	IRDAN158RP0080V01202021/A0018V01202122

#### 1. Escalation Clause

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

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.

## 2. Adequacy of Sum Insured

In consideration of payment of additional premium, it is hereby agreed and declared that If the claim amount is less than 1 Cr. Then the value of the Insured Contents hereby insured shall at the time of any insured event be collectively of greater value than the Sum Insured thereon then the Insured shall not be considered his own insurer of the difference and shall not bear a rateable proportion of the loss or damage. Every item, if more than one, shall be separately subject to this Special Condition.

Adequacy of Insurance to be reckoned with reference to the total Sum Insured/Indemnity limits under the Policy including the automatic increase/ capital additions/ inadvertent omission.

## 3. Accidental Damage

In consideration of payment of additional premium the policy is extended to cover direct physical loss or damage to the property described in the Policy Schedule whilst situated in the insured premises due to accident from any fortuitous cause including accidental discharge, leakage, or overflow of water or steam from plumbing, septic tanks and cylinders, stand pipes for fire hose, industrial and domestic appliances, refrigerating system, air-conditioning system and rain (or snow) admitted through defective roof, headers spouting or by open or defective windows, show windows, picture windows, doors, transoms, ventilators or skylights; subject to the terms, conditions, warranties and exclusions herein.

If you have opted this cover, point no. 8.b of Column B under Clause B in the base policy shall stand deleted.

The Limit of Indemnity under this policy shall not exceed the amount stated in the Policy Schedule 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.
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, lightning, 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.

#### **4. Incidental Costs**

In consideration of payment of additional premium, It is hereby agreed and declared that if a loss, destruction or damage is payable under the base policy then We will also pay the incidental Costs associated with the insured property upto the fixed percentage of admissible claim amount under the policy, as specified in the Policy Schedule.

For the purpose of this Add-On cover while calculating the amount payable under this Cover, We will consider the admissible claim amount under the base policy after all applicable deductions and/or before applying policy excess, if any.

#### **5. Loss of Rent and Additional Expenses of Rent for an Alternate Premises**

##### **For Owners (Loss of Rent)**

In consideration of payment of additional premium, it is hereby agreed and declared that 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".

##### **For Owners and Tenants (Additional Expenses of Rent for an Alternate Premises)**

In consideration of payment of additional premium, it is hereby agreed and 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 premises, 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 as opted by you and mentioned in Policy Schedule whichever is earlier.

Provided that the liability of the Company shall not exceed the Sum Insured as opted by you and mentioned in Policy Schedule. Provided further that if the sum produced by applying the monthly additional rent, borne by the insured for the alternative premises to the maximum indemnity period is more than the Sum Insured hereby, the liability of the Company shall be proportionately reduced.

##### **Special Conditions Applicable to Additional Expenses of Rent for an Alternate Premises :**

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 premises 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 premises taken by the insured. The insured shall be at liberty to take alternative premises 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 premises. The standard rent shall be based on the rateable 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 premises. 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 premises 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.

General Conditions applicable to this add-on

1. Claim under this add-on will be accepted only if we have accepted Your claim for loss for physical damage to Your premises building.

## **Section 2 - Digit Consequential Loss (Fire) Insurance Tariff Endorsement and Clauses**

### **Endorsement for extension in respect of add-on covers**

#### **A. Extension to cover Consequential Loss due to other Add-On Covers:**

Add-On Covers such as Earthquake may be included in the Policy by use of an endorsement wording as follows: -

In consideration of the payment of the additional premium, it is hereby agreed and declared that, notwithstanding anything in the within written policy contained to the contrary, the terms "Damage" as defined in this Policy shall (subject always to the Special Conditions hereinafter contained) extend to include:

(here insert the appropriate Add-On Cover)

Provided that it is hereby further expressly agreed and declared that: -

- 1) The liability of the Company shall in no case under this Endorsement and the Policy exceed the sum insured by this Policy.
- 2) All the Conditions of the Policy shall apply in all respects to the insurance granted by this extension save in so far as the same may be expressly varied by the above Special Conditions.
- 3) The Special Conditions herein shall apply only to the insurance granted by this extension and the Conditions of the Policy shall apply in all respects to the insurance granted by the policy as if this Endorsement had not been made thereon.

#### **B. Extension to cover Spoilage Consequential Loss:**

Loss of Profits as a result of spoilage may be covered as an additional item by extending the Consequential Loss (fire) Insurance Policy subject to the following conditions: -

##### **a) Scope of Cover**

The cover shall extend to loss of profits arising out of the spoilage, i.e. interruption of business solely as a result of (i) loss of stock-in-process; and (ii) damage to machinery, containers and equipment. The following endorsement wording shall be used: -

##### **Endorsement for Spoilage Risk Extension under the Consequential Loss (Fire) Policy**

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

In consideration of the payment of additional premium, it is hereby agreed and declared that notwithstanding anything in the within written policy contained to the contrary, the term "Damage" as defined under this Policy, shall extend to include loss or damage in consequence of spoilage resulting from the retarding or interruption or cessation of any process or operation cause by any of the perils covered under this Policy.

Provided that it is hereby further expressly agreed and declared that: -

- 1) The liability of the Company shall in no case under this endorsement and the policy exceed the sum insured by this policy.
- 2) 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 caused by spoilage which perils this insurance extends to include by virtue of this Endorsement.

**b) Sum to be insured:**

Consequential Loss Cover may be covered for an indemnity period selected by the insured and the sum insured being gross profit corresponding to the same indemnity period which shall not be less than one month.

**c) Rate to be charged:**

The rate to be charged shall not be less than the full 'Average Spoilage Rate' of the items covered against Spoilage Risk under the Material Damage Policy. The 'Average Spoilage Rate' shall be the percentage which the aggregate net premium in respect of items covered under the Material Damage Policy against Spoilage risks under the material damage policy. The cover to be otherwise subject to the Condition of Average.

**Other Extensions**

Note: For extension given as per extensions of covers, reference must be made to Head Office for the fixation of an additional premium to be charged, if the rates are not provided for in this manual for such extension.

**1. Insured Property stored at other situations**

In consideration of the payment of additional premium, it is hereby agreed and declared that subject to the conditions of the policy, loss as insured by the item (s) number(s) of this policy, resulting from interruption of/ or interference with the business in consequence of damage (as within defined) to property at the undernoted situation shall be deemed to be loss resulting from damage to property used by the insured at the premises.

Provided that the liability under this memorandum in respect of any one location shall not exceed in respect of (each of) item(s) number(s) percent of the Sum Insured thereunder.

**Note:**

**a) Property of the Insured Stored**

Where the extension relates solely to property of the insured, the words "property at the undernoted situation" and the heading "situations" should be deleted from the wording and the former replaced by "property of the insured while stored anywhere than at premises in the Insured's occupation".

**b) Suppliers' Premises**

Where the extension relates to more than one supplier with differing limits, the proviso and "Situations" should be amended to read as follows:

"Provided that the liability under this memorandum in respect of any one location under (each of) item(s) No(s) ..... shall not exceed the percentage of the sum insured thereunder shown against each situation,

Situation	Limit

"Further provided that if the percentage shown against the name of the supplier in whose premises damage has occurred shall be less than the percentage of dependence of the Insured on that supplier, the amount otherwise payable shall be proportionately reduced".

**c) Premises where a Contract is being carried out:**

The following should be inserted under "SITUATIONS": "Any location where the insured is carrying out work".

**d) Professional Insured:**

(Applicable solely to items on the Gross Revenue/ Fees of a business providing professional or similar services only)



The words 'Property at the undernoted situations' and the heading 'SITUATION' should be deleted from the wording and the former replaced by 'documents belonging to or held in trust by the Insured, whilst temporarily at premises not in the occupation of the Insured, or whilst in transit by road, rail or inland waterway'.

## **2. Electricity Station, Gas Works, and Water Works**

In consideration of the payment of an additional premium, it is hereby agreed and declared that loss as insured by + (item Nos..... of) this policy resulting from interruption of or interference with the business carried on by the insured at the premises described within in consequence of failure of electric supply at the terminal ends of the electricity service feeders\*/Gas Works\*/Water Works\* from which the insured obtain electric Supply\*/Gas\*/Water\* at the said premises directly due to Damage (as within defined) to property at an Electricity Station or Substation of Public Electricity Supply Undertaking\*/Gas Works\*/Water Works\* (excluding Jack wells ) from which the insured obtain electricity supply\*/Gas\*/Water\* shall be deemed to be loss resulting from damage to property used by the insured at the premises

+ Delete if inapplicable \* Omit as may be necessary

Provided, however, 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 system 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.

For the purpose of the above extension, the 'Indemnity Period' in respect of each damage or of a series of damages consequent on or attributable to one source or original cause shall be as follows:

"The period beginning with the occurrence of damage and ending not later than 60 days, unless specifically agreed otherwise and mentioned in the Policy Schedule, thereafter during which the result of the business shall be affected in consequence of the damage."

Provided that the Company shall not be liable for any loss unless the duration of each such failure exceeds 24 hours, unless specifically agreed otherwise and mentioned in the Policy Schedule.

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

In any action, suit or other proceeding, 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.

### **Extension to cover Customer Premises**

(The cover is against consequential loss to the insureds arising out of their customers not taking delivery of the products, exclusively manufactured for them, as a result of the operation of the insured perils at the customers' premises).

#### **Endorsement wording**

In consideration of additional premium shown in the policy/the Endorsement, it is hereby agreed and declared that, subject to the conditions of the Policy, loss as insured by items(s) Nos. of this policy, resulting from interruption of or interference with the business in consequence of damage (as within defined) to property at the undernoted situations, shall be deemed to be loss resulting from damage to property used by the Insured at the premises.

Provided that the liability under this memorandum in respect of any location shall not exceed in respect of (each of) item(s) No.(s) .....percent of the sum insured thereunder.

Further Provided that if the percentage, shown against the name of the customer in whose premises damage has occurred, shall be less than the percentage of the Annual Turnover derived by the Insured from that customer, the amount otherwise payable will be proportionately reduced.

Provided Again that the liability under this memorandum in respect of any one location under (each of) item(s) no(s) ..... shall not exceed the percentage of the sum insured thereunder shown against each situation.

Name of the Customer	Situation of the premises	Selected percentage limit of the Sum Insured
----------------------	---------------------------	--

#### **Voluntary Deductible Clause**

“It is hereby declared and agreed that insured having opted to bear the amount of loss as computed hereunder of each and every admissible claim under the policy.

- i. In respect of a policy insuring reduction in turnover, the amount equivalent to the rate of Gross Profit applied to the Standard Turnover for ..... Days subject to minimum of INR \_\_\_\_\_.
- ii. In respect of a policy insuring reduction in output, the amount equivalent to the rate of Gross Profit applied to the Standard Output for ..... days subject to minimum of INR \_\_\_\_\_.

The Company has allowed a discount of ..... % on the final premium payable for Consequential Loss (Fire) Policy and its extensions covering all the Special Perils.”

Deductible : The following Deductibles and the discount in % may be granted as given below:

Higher Excess opted	Subject to minimum amount of up to (in lacs)							
	0	0 - 10	11 - 20	21 - 30	31- 35	36 - 40	41 - 45	46- 50
7 - 14 days Gross Profit	0.03- 0.04	0.035- 0.045	0.04- 0.05	0.045- 0.055	0.05- 0.06	0.055- 0.065	0.06- 0.07	0.065- 0.075
15 - 21 days Gross Profit	0.055- 0.065	0.06-0.07	0.065- 0.075	0.07- 0.08	0.075- 0.085	0.08- 0.09	0.085- 0.095	0.09- 0.10
22 - 28 days Gross Profit	0.08- 0.09	0.085- 0.095	0.09- 0.10	0.095- 0.105	0.10- 0.11	0.105- 0.115	0.11- 0.12	0.115- 0.125
29 - 35 days Gross Profit	0.13- 0.14	0.135- 0.145	0.14- 0.15	0.145- 0.155	0.15- 0.16	0.155- 0.165	0.16- 0.17	0.165- 0.175
36 - 60 days Gross Profit	0.23- 0.24	0.235- 0.245	0.24- 0.25	0.245- 0.255	0.25- 0.26	0.255- 0.265	0.26- 0.27	0.265- 0.275
61 - 67 days Gross Profit	0.355- 0.365	0.36-0.37	0.365- 0.375	0.37- 0.38	0.375- 0.385	0.38- 0.39	0.385- 0.395	0.39- 0.40
68 - 74 days Gross Profit	0.505- 0.515	0.51-0.52	0.515- 0.525	0.52- 0.53	0.525- 0.535	0.53- 0.54	0.535- 0.545	0.54- 0.55

N.B.1: Voluntary Deductible once opted shall apply to the entire property insured and no selection shall be allowed.

N.B.2: The Voluntary Deductible opted above shall replace compulsory excess

N.B.3: The Discount granted for opting voluntary deductible for Fire Policies shall not be taken into account while working out the rate for Consequential Loss (Fire) Policies.

### **SABOTAGE AND TERRORISM DAMAGE COVER ENDORSEMENT - MATERIAL DAMAGE AND LOSS OF PROFIT WITH EFFECT FROM 1<sup>st</sup> APRIL, 2021**

#### **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 :-

(i) Physical loss or physical damage occurring during the period of this Policy caused by an act of sabotage and/or terrorism to the location/s mentioned in the schedule, subject to the exclusions, limits and excess hereinafter contained,

For the purpose of this cover, an act of sabotage and / o r 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, 1967 (as amended from time to time) 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.

For the purpose of this cover, an act of sabotage means a subversive act or series of such acts committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.

(ii) 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 sabotage and/or 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.

(iii) Loss resulting from necessary interruption of business caused by direct physical loss or damage in respect of which liability has been admitted by the Company under (i) and/or (ii) above. In the event of such direct physical loss or damage, this Policy shall be liable for the actual loss sustained by the insured resulting directly from such necessary interruption of business, but not exceeding the loss of gross profits, as defined in the Policy, less charges and expenses which are not necessary during the interruption of business, for such length of time as would be required, with the exercise of due diligence and dispatch, to repair, rebuild or replace such part of the property as has been destroyed or damaged, commencing with the date of such direct physical loss or damage and not limited by the expiration of this Policy.

Due consideration shall be given to the continuation of normal charges and expenses, including payroll expenses, to the extent necessary to resume operations of the Insured with the same operational capability as existed immediately before the loss.

## **LOSSES EXCLUDED**

### **(A) For Materials Damage**

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:
  - a. voluntary abandonment or vacation,
  - b. 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 sabotage and/or 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;
18. Any loss due to fines or damages for breach of contract or penalties of whatever nature;
19. Any infidelity, fraudulent, dishonest or criminal act by any director, officer or trustee of the Insured whether acting alone or in collusion with others;
20. Any debt, insolvency or commercial failure, whether to provide bond or security or otherwise, or any other financial cause of any party or person whatsoever.
21. loss or damage caused by Civil Commotion, Insurrection, Revolution or Rebellion, Mutiny and/or Coup d'Etat and Civil War except as may be insured specifically under any Political Violence Extension to this cover ;
22. Third party liability howsoever arising except as may be insured specifically under any Third-Party Liability Extension to this cover.

**(B) For Loss of Profit**

This cover shall not indemnify:-

1. increase in loss resulting from interference at the insured premises, by terrorists or other persons, with rebuilding, repairing or replacing the property or with the resumption or continuation of operation;
2. increase in loss caused by the suspension, lapse, or cancellation of any lease, licence, contract, or order, unless such results directly from the insured interruption of business, and then the Company shall be liable for only such loss as affects the Insured's earnings during, and limited to, the period of indemnity covered under this Policy;
3. increase in loss caused by the enforcement of any ordinance or law regulating the use, reconstruction, repair or demolition of any property insured hereunder;
4. the Insured's lack of sufficient capital for timely restoration or replacement of property lost destroyed or damaged;
5. loss resulting from:

- a) deliberate erasure, loss, distortion or corruption of information on computer systems or other records, programmes or software;
  - b) other erasure, loss, distortion or corruption of information on computer systems or other records, programmes or software unless caused by damage to the machine or apparatus in which the records are mounted;
6. loss resulting from alterations, additions, improvements, rectification of defects or faults or elimination of any deficiencies carried out after the physical loss;
  7. loss of market or any other consequential loss.
  8. loss as a result of physical or mental or bodily injury to any person.
  9. loss arising from Contingent Business Interruption Extension of Business Interruption/Loss of Profit Section under this policy, comprising of Customers and Suppliers premises, Prevention of Access and Public Utilities.

#### LIMIT OF INDEMNITY

The limit of indemnity under this cover shall not exceed the Total Sum Insured for Material Damage and Loss of Profits given in the Policy Schedule or INR 20,000,000,000 per compound/location whichever is lower.

In respect of several locations being covered under a single policy on a floater basis, the maximum aggregate loss suffered for Material Damage and Loss of Profits from all the locations mentioned in the Policy schedule shall not exceed Total Sum Insured as mentioned in the Policy Schedule or Rs. 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 for Material Damage and Loss of Profits. If the actual aggregate loss suffered at one compound/location is more than INR 20,000,000,000 for Material damage and Loss of Profits, the amounts payable towards individual policies shall be reduced in proportion to the sum insured of the policies.

#### EXCESS

##### A. For material damage\*

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.

##### B. For Loss of Profit

In anyone occurrence of loss or damage, the Company shall not be liable for the amount obtained by multiplying seven (7) days standard turnover with rate of gross profit.

#### **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 currency of the policy, no claims will be payable for loss or damage to property caused by an act of sabotage and/or terrorism occurring during the first 15 (fifteen) days from the date of granting such cover. There should be no known or recorded/reported losses from ground up including threats/hoaxes from date of inception of policy to 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 Sabotage and/or 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.

### **Section 3 - Digit Burglary Insurance Policy**

#### **Add on Covers**

Subject otherwise to the definitions, terms, conditions, exclusions, warranties and deductible, limitation of "Digit Burglary Insurance Policy", below Add-On Covers can be opted under "Digit Burglary Insurance Policy" on payment of additional premium:

#### **1. INJURY DURING BURGLARY / HOUSEBREAKING (UIN: IRDAN158RP0019V01201920/A0023V01201920)**

***Digit Simplification: During Burglary, Housebreaking, Robbery or Hold up, if injuries occur, and if You have opted for this cover, we'll be there for You.***

If You have opted for this Add-On Cover, this Policy is extended to pay the amount mentioned in Your Policy Schedule/Certificate of Insurance against this Add-On Cover in respect of any one person and in the aggregate, for any one event, for injury(ies) suffered by the Insured or Insured's Family Member or Insured's Employee(s) residing/present lawfully in Insured's Premises due to an incident of Burglary or Housebreaking or Robbery or Hold up and such injury is the sole cause of:

- Death;
  - Total and Permanent Loss of sight in one or both Eyes;
  - Total and Permanent Physical Separation/Loss of Use of one or both entire hands or feet;
- occurring within twelve (12) months of the Insured or Insured's Family Member or Insured's Employee(s) sustaining the injury.

What's not Covered:

We will not be liable to pay any amount in respect of:

- a. Death, attributable to, or consequent upon, or accelerated by; or
- b. Disablement, aggravated by, attributable to, or consequent upon;

Any Pre-existing Physical defect, illness or disease or injury.

## 2. LOSS OF MONEY

**(UIN: IRDAN158RP0019V01201920/A0024V01201920)**

***Digit Simplification: If your money gets stolen despite your best efforts to safeguard it, we will cover it for you.***

If You have opted for this Add-On Cover, this Policy is extended to cover loss of money stolen from a securely locked safe or strong room contained within the Insured Premises as a result of Burglary or Housebreaking or Robbery or Hold up, up to an amount mentioned in Your Policy Schedule/Certificate of Insurance against this Add-On Cover in respect of any one event and in the aggregate .

For the purposes of this Add-On Cover, Money means current coin, bank notes, currency notes, cheques, credit card sales vouchers, negotiable securities, postal orders, money orders, and unused postage stamps that are not part of a collection.

Further, Money stolen from a Securely Locked Safe or Strong room means Money in a securely locked safe or securely locked strong room on the Premises, provided that the key and details of the combination are removed from the premises whilst closed for business.

## 3. CLEARING UP EXPENSES

**UIN: IRDAN158RP0019V01201920/A0025V01201920**

***Digit Simplification: We will help you clear up the mess post an unfortunate incident covered under this Policy.***

If You have opted for this Add-On Cover, this Policy is extended to cover clearing up the damage caused to the Premises described in the Policy Schedule/Certificate of Insurance due to Burglary or Housebreaking or Robbery or any attempt thereat or Hold Up, anytime during the Policy Period, including the removal of any debris from the such Premises to the nearest waste disposal site up to an amount mentioned in Your Policy Schedule/Certificate of Insurance against this Add-On Cover in respect of any one event and in aggregate of all occurrences during the Policy Period.

## 4. TEMPORARY PROPERTY PROTECTION

**UIN: IRDAN158RP0019V01201920/A0026V01201920**

***Digit Simplification: Till you get back on your feet, we will make sure that your property is protected.***

If You have opted for this Add-On Cover, this Policy is extended to pay the cost of temporary protection for the safety and protection of the property insured while the repair of the damaged premises is ongoing, following an admissible claim, up to amount mentioned in Your Policy Schedule/Certificate of Insurance against this Add-On Cover in respect of any one event and in aggregate of all occurrences during the Policy Period.



**5. THEFT EXTENSION****UIN: IRDAN158RP0019V01201920/A0027V01201920**

*Digit Simplification: Remember theft is different from burglary, refer to the definitions in the main policy wordings.*

If You have opted for this Add-On Cover, this Policy is extended to cover loss or damage to Property Insured due to theft subject to the Limit of indemnity mentioned in Your Policy Schedule/Certificate of Insurance against this Add-On Cover in respect of any one event and in the aggregate against this Add-On Cover.

**6. RIOT, STRIKE, MALICIOUS DAMAGE COVER****UIN: IRDAN158RP0019V01201920/A0028V01201920**

*Digit Simplification: When the Property is lost or damaged due to riot, strike and malicious damage, this cover will into action.*

If You have opted for this Add-On Cover, this Policy is extended to cover Loss of or visible physical damage or destruction by external violent means directly caused to the Property Insured but excluding those caused by

- a. Total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind.
- b. Permanent or temporary dispossession resulting from confiscation, commandeering, requisition or destruction by order of the Government or any lawfully constituted Authority.
- c. Permanent or temporary dispossession of any building or plant or unit or machinery resulting from the unlawful occupation by any person of such building or plant or unit or machinery or prevention of access to the same.

Subject to the Limit of indemnity mentioned in Your Policy Schedule/Certificate of Insurance in respect of any one event and in the aggregate against this Add-On Cover.

**7. FLOATER CLAUSE****UIN: IRDAN158RP0019V01201920/A0029V01201920**

*Digit Simplification: This add-on lets you insure property at multiple locations*

If You have opted for this Add-On Cover, the sum Insured in aggregate under the policy is available for any one, more, or all locations as specified in the policy in respect of property insured hereunder.

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

Any change in the address of the locations specifically declared at the inception shall be communicated immediately by the insured.

**8. ESCALATION CLAUSE****UIN: IRDAN158RP0019V01201920/A0030V01201920**

*Digit Simplification: This add-on takes care of the inflation part and your Sum Insured shall increase each day by a value of 1/365<sup>th</sup> of the escalation percentage opted by you.*

The following Clause shall be used:

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

Item Number

Specified percentage increase per annum

-----  
 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."

**Specific Conditions Applicable to Escalation Clause:**

- a. The selected percentage increase shall not exceed 25% of the Sum Insured.
- b. The Sum Insured at any point of time would be assessed after application of the Escalation Clause.
- c. Escalation Clause will apply to policies covering Machinery and Accessories only and will not apply to policies covering stock.
- d. The automatic increase operates from the date of inception upto the date of operation of any of the Insured Perils.

**9. PURCHASE PROTECTION EXTENSION**

**UIN: IRDAN158RP0019V01201920/A0031V01201920**

***Digit Simplification: This add-on also covers new items that are due to be purchased in the policy period.***

If You have opted for this Add-On Cover, this Policy is extended to cover any loss of or damage to any new items, belonging to the Insured or Business of the Insured, within the insured premises specified in the Policy Schedule/Certificate of Insurance for 90 consecutive days from the date of Purchase or till the Policy Expiry Date whichever is earlier, given that

- a. The new item is purchased during the Policy Period
- b. The loss or damage is due to Burglary or Housebreaking or Robbery or Theft (if opted on payment of additional premium)

Subject to the Limit of indemnity mentioned in Your Policy Schedule/Certificate of Insurance in respect of any one event and in the aggregate against this Add-On Cover.

Further, if the insured chooses to inform the Company in writing within 90 days of date of purchase and pays the Company appropriate additional premium due for insuring the purchased item and/or stock under coverage then such purchased items and/ or stock shall be held covered for remaining period of the policy (i.e., balance period after the expiry of the 90 days from the date of purchase) as well as the sum insured under this section will be restored till the expiry of the Policy Period.

**Special Conditions applicable to Purchase Protection Extension:**

- a. In the event of a claim, the insured shall submit conclusive proof of purchase in respect of the new items claimed to be lost or damage covered under this Add-On Cover.
- b. The liability of the Company shall not exceed- the actual net amount paid by the insured as per the sale receipt, credit invoice or the sum insured under this extension, whichever is less.

**Exclusions applicable to Purchase Protection Extension:**

The Company shall not be liable:

1. For the amount of the Deductible/Excess specified in the Schedule ascertained after the application of all other terms and conditions of this Policy including any condition of average (under-insurance)
2. Computer software or intangible items, Animal and/ or plant life, Consumable or Perishable items (including but not limited to food, drugs, fuel or oil), Second hand items including antiques.
3. Normal wear and tear or damage arising from inherent defect in the purchased item

#### 10. WAIVER OF UNDERINSURANCE

UIN: IRDAN158RP0019V01201920/A0032V01201920

If you have opted for this Add-On Cover, Condition No. 9 – Condition of Average Clause will be amended as below:

##### A. Where Sum Insured is opted on Market Value Basis or Reinstatement Value Basis:

If the property hereby insured shall at the time of happening of any loss, destruction or damage 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 rateable proportion of the loss accordingly. Every item if more than one of the Policy shall be separately subject to this Condition.

Provided however, if the Sum Insured specified in Policy Schedule/Certificate of Insurance in respect of such item(s) is greater than the **(1- percentage specified in Policy Schedule/Certificate of Insurance as “Waiver of underinsurance limit”)** of the value of the item(s), this condition shall be of no purpose and effect.

*Example: if sum insured is 8500 and actual value of item at the time of claim is 10000 and assuming “waiver of underinsurance limit” is 20%. So, 1- “waiver of underinsurance limit” = 1-20% = 80% and sum insured/item value = 8500/10000 = 85%. Since; (sum insured/item value) is greater than (1- “waiver of underinsurance limit”), hence this condition shall be of no purpose and effect.*

##### B. Where Sum Insured is on First Loss Basis as a Percentage of Actual Value at Risk:

If the insured Property under this Policy shall at time of happening of any loss, destruction or damage be collectively of greater value than the total value declared by You, then You shall be considered as Your own Insurer for the difference and accordingly Company’s liability is restricted to same proportion of the loss as the declared total value bears to the actual total value found out at the time of loss.

Provided however, if the total value declared by You as specified in Policy Schedule/Certificate of Insurance in respect of such item(s) is greater than the **(1- percentage specified in Policy Schedule/Certificate of Insurance as “Waiver of underinsurance limit”)** of the value of the item(s), this condition shall be of no purpose and effect.

**Note: This Add-On is not applicable to Policies where Sum Insured is Opted on First Loss Basis in terms of Specific/Absolute Amount.**

### Section 5 - Digit Machinery Breakdown Insurance Policy Endorsements

#### 1. ESCALATION CLAUSE

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

In consideration of the payment of an additional premium amounting to 50% of the premium produced by applying the specified percentage to the first or the annual premium as appropriate on the undernoted item(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 the 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 the renewal date the existing percentage increase shall apply for the period of insurance from renewal.

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

## 2. EXPRESS FREIGHT

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

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the insured having paid the agreed extra premium, this insurance shall be extended to cover extra charges for express freight (excluding air freight).

Provided always that such extra charges are incurred in connection with any loss of or damage to the insured items recoverable under the policy.

If the sum(s) insured of the demand item(s) is/are less than the amount(s) required to be insured, the amount payable under this endorsement for such extra charges shall be reduced in the same proportion.

Extra Premium Rs. \_\_\_\_\_

## 3. AIR FREIGHT

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

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

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

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

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

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

## 4. OWNERS SURROUNDING PROPERTY

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

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

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

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

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

In respect of loss or damage resulting to underground piping tunneling or underground cables and other underground facilities, the indemnity will be restricted to actual repair cost, provided prior to commencement of work, insured ascertains with the relevant authorities about the exact locations or

positions of such cables, pipes or other underground facilities. Cracks that neither impair the stability of the structure nor safety of its users are not covered.

#### 5. THIRD PARTY LIABILITY

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

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

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

#### EXCLUSIONS UNDER THE TPL EXTENSION -

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

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

#### CONDITIONS APPLYING TO TPL EXTENSION -

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

#### 6. ADDITIONAL CUSTOMS DUTY

In consideration of the Insured having paid an additional premium of Rs. \_\_\_\_ it is hereby declared and agreed that the Insured shall also be indemnified during the currency of the policy, towards the additional Customs Duty, amount of Rs. \_\_\_\_\_ which may be incurred by the Insured over and above the Customs Duty amount taken into account in arriving at the Sum Insured of the affected items.

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

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

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

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

#### **7. CARDING MACHINES IN TEXTILE INDUSTRY**

It is hereby declared and agreed that notwithstanding anything stated in the policy to the contrary, any loss or damage to card fillets, Needles and Magnetic tapes of Knitting Machines is excluded under the policy.

Subject otherwise to the terms, conditions and exceptions of the policy.

#### **8. FURNACE ENDORSEMENT**

##### **a) INDUCTION FURNACE –**

The Induction Furnace should be covered subject to the following endorsement, which should be compulsorily used in case of all Induction Furnaces –

‘It is hereby declared and agreed that the damage to the refractory lining due to any cause is specifically excluded’.

##### **b) ELECTRICAL FURNACES**

i. It is hereby declared and agreed that any damage to crucibles and refractory linings due to any cause is excluded under the policy.

Subject otherwise to the terms, conditions and exceptions of the policy.

ii. It is hereby declared and agreed that any damage to induction coils/heating element of electric furnace will be subject to 25 % depreciation per year or part thereof subject to a maximum depreciation of 75 %.

Subject otherwise to the terms, conditions and exceptions of the policy.

iii. Warranted that the refractory linings are examined each time the furnace is recharged, and linings renewed, if any defects are apparent. Further, the linings are, in any event, replaced periodically in accordance with the Maker's recommendations

#### **9. DG SET ENDORSEMENT for ‘Loss Minimisation’**

‘It hereby declared that any loss or damage payable under the policy to the cylinder head, liner and piston of the Diesel/oil engines insured here will be indemnified subject to –

i. 15 % depreciation per annum be made applicable to the Turbo- charger subject to a maximum of 75 %.

ii. Turbo-charger cannot be insured in isolation.

#### **10. REDUCTION GEAR BOX –**

It is hereby declared and agreed that all claims pertaining to reduction Gear Box will be subject to depreciation at the rate of 15 % per year or part thereof subject to a maximum depreciation of 75 %.

Subject otherwise to the terms, conditions and exceptions of the policy.

#### **11. PATTERNS AND CORE-BOXES –**

It is hereby declared and agreed that in the event of an accident, for which the Insurer is liable under the Policy, involving the replacement of a casting for which no patterns are available, the Insured shall bear the cost of making patterns and core boxes, the Insurer's liability being for the making of the casting itself.

#### **12. EXPELLERS/EXPELLERS GEARS –**



- a. Expellers - It is hereby declared and agreed that any damage to the following parts of Oil Expellers viz., ball bearing, roller bearing, thrust bearing and bush bearing of all types are specifically excluded from the scope of cover.  
Subject otherwise to the terms and conditions of the policy.
- b. Expeller Gears - It is hereby declared and agreed that all claims pertaining to Gears will be subject to depreciation at the rate of 15 % for every year or part thereof subject to a maximum depreciation of 75 %.

Subject otherwise to the terms and conditions of the policy.

### **13. PLASTIC EXTRUDERS/INJECTION MOULDING MACHINES**

It is hereby understood and agreed that the Insurance by this policy does not cover any loss or damage to the dies, moulds and heating elements used on the Plastic Extruder/Injection Moulding Machines.

Subject otherwise to the terms, conditions and exceptions of the policy.

### **14. ALTERNATE WORKING**

Warranted by the Insured that except when the load is being transferred from one machine to another the No. \_\_\_\_ etc. insured under this policy shall only work alternately with No. \_\_\_\_ etc. Insured under this policy.

The plant may be turned over periodically for maintenance purpose only.

If the plant is to be used otherwise than as above the Insured shall forthwith notify the Insurer and pay such additional premium as may be required by the Insurer failing which the Insurer's liability thereon shall cease.

### **15. STAND-BY MACHINERY**

Warranted by the Insured that any item of machinery marked 'STANDBY' in the Schedule of machinery shall not be worked at the same time as the machine to which it is standby except for the Period when the load is being transferred from one to the other.

Provided that the standby machine may be turned over periodically for maintenance purpose.

Provided always that if the standby machine shall be used otherwise than as above the Insured shall forthwith notify the insurer and pay such additional premium as may be required by the Insurer failing which the Insurer's liability thereon shall cease.

### **16. BAKERIES**

It is hereby declared and agreed that any damage to whisks, dough hook and beaters of dough mixers are specifically excluded from the scope of cover.

### **17. GAS WORKS PLANTS**

It is hereby declared and agreed that any damage to underground piping is specifically excluded from the scope of cover.

### **18.**

#### **A. GLASS AND GRAPHITE EQUIPMENTS –**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the policy or endorsed thereon indemnity granted by this policy in respect of equipment/apparatus made out of Glass/Graphite described under item No(s) \_\_\_\_ of the Schedule is restricted to cover losses due to accidental damage or external impact and not any loss or damage arising out of wear and tear, general usage and/or cracking of the insured item due to continuous working and/or fatigue.

#### **B. GLASS LINED VESSELS**

It is hereby declared and agreed that the indemnity granted by this policy in respect of glass lined production plant described in the Schedule is restricted to cover losses due to accidental damage or external impact and not any loss or damage arising out of wear and tear, general usage and/or cracking of the glass lining due to continuous working and/or fatigue subject otherwise to the terms, exceptions, conditions and limitations of the Policy.

Provided, however, that depreciation at the rate of 10% for every year of operation shall be deducted in respect of all claims arising out of perils covered in form of this endorsement subject to maximum depreciation of 75% in addition to other terms and conditions

#### **19. INSURANCE OF ROPES IN LIFTS, CRANES AND ROPEWAYS**

It is understood and agreed that insurance by this policy shall include sudden and unforeseen damage to rope resulting in their actual and complete severance. It shall not include breakage or abrasion of wire or strand of ropes/slings although replacement is necessitated thereby.

Provided that the amount indemnifiable in respect of items thus affected is depreciated at an annual rate to be determined at the time of loss, this rate being not less than 15 % per annum subject to a maximum of 75 %.

#### **20. WIND MILLS ENDORSEMENT**

Notwithstanding anything to the contrary stated in the policy, this policy covers accidental loss/damage to the blades of the Wind Mills whether metallic or non-metallic.

#### **21. REFRACTORY MATERIALS IN BOILERS**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the policy or endorsed thereon, the Insurer shall indemnify the Insured for loss of or damage to refractory materials in item(s) \_\_\_\_\_ Nos. \_\_\_\_\_ contained in the schedule of the policy, caused by an indemnifiable accident to the above named items subject to depreciation of the amount indemnifiable in respect of the items thus affected, at the time of loss. This rate being not less than 20 % per annum but not more than 80 % in total.

#### **22. DEPRECIATION ADJUSTMENT FOR COMPONENTS ALONG THE HOT GAS PATH OF GAS TURBINES**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the following shall apply to this Insurance -

In the event of an indemnifiable accident occurring to a component or components in the hot gas path, which have a life expectancy appreciably shorter than that of the gas turbine, the amount indemnifiable in respect of the items thus affected shall be depreciated. The amount payable shall be calculated by taking the expired life (EL) in equivalent working hours of the Component at the time of occurrence, and the normal life expectancy (NLE) in hours of the Component according to the latest specification issued by the manufacturer and then applying them in the relationship  $(1-EL/NLE)$  to the total replacement costs of the Component.

Should the normal life expectancy for any component or components indicated by the manufacturer be found to be in conflict with the operational and/or claims experience, an agreement on more realistic component life expectancies shall be reached between the Insured and the Insurer and shall supersede such advices of the manufacturer.

#### **23. OVERHAUL OF PLATEN PRESSES**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the policy or endorsed thereon, the following shall apply to this Insurance in respect of item(s) No(s) contained in the specification of the policy.

The Insured shall arrange at his own expense an overhaul (the Insured shall inform the Insurer of such an overhaul in good time so that the Insurers' representatives may be present during the overhaul at the Insurers' expense) of all highly stressed parts of platen presses as well as an inspection by an expert in non-destructive testing and shall supply the insurers with reports on this overhaul and inspection. The expert shall determine the date of the next overhaul. Such overhauls/inspections shall take place at intervals of at least 12 months.

These provisions shall apply regardless of the commencement date of the insurance cover.

The Insured may apply for an extension of the period between overhauls. Such extension shall be granted if in the opinion of the Insurers the risk is not aggravated thereby.

If the Insured fails to comply with the requirements of this Endorsement, the Insurers shall be free from all liability for loss or damage caused by any circumstance which could have been detected had an overhaul taken place.

**24. OVERHAUL OF ELECTRIC MOTORS (ABOVE 750 KW FOR MOTORS WITH 2 POLES AND ABOVE 1,000 KW FOR MOTORS WITH 4 AND MORE POLES)**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the policy or endorsed thereon, the following shall apply to this Insurance in respect of item(s) No(s) contained in the specification of the policy.

The Insured shall arrange at his own expense an overhaul (the Insured shall inform the Insurer of such an overhaul in good time so that the Insurers' representatives may be present during the overhaul at the Insurers' expense) in a completely opened-up state after 8,000 hours of operation or after 500 start-ups or at least after two years following the last overhaul.

New electric motors shall be overhauled after 2,000 hours or at least after one year of operation. The insured shall supply the Insurers with reports on this overhaul. These provisions shall apply regardless of the commencement date of the insurance cover.

The Insured may apply for an extension of the period between overhauls. Such extension shall be granted if in the opinion of the Insurers the risk is not aggravated thereby.

If the Insured fails to comply with the requirements of this Endorsement, the Insurers shall be free from all liability for loss or damage caused by any circumstance, which could have been detected, had an overhaul taken place.

\*\*\*\*\*

**Section 6 - Digit Electronic Equipment Insurance Policy  
TARIFF ENDORSEMENTS**

**1. ESCALATION CLAUSE**

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

In consideration of the payment of an additional premium amounting to 50% of the premium produced by applying the specified percentage to the first or the annual premium as appropriate on the undernoted item(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 the 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 the renewal date the existing percentage increase shall apply for the period of insurance from renewal.

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

## 2. EXPRESS FREIGHT

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

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the insured having paid the agreed extra premium, this insurance shall be extended to cover extra charges for express freight (excluding air freight).

Provided always that such extra charges are incurred in connection with any loss of or damage to the insured items recoverable under the policy.

If the sum(s) insured of the demand item(s) is/are less than the amount(s) required to be insured, the amount payable under this endorsement for such extra charges shall be reduced in the same proportion.

Extra Premium Rs. \_\_\_\_\_

## 3. AIR FREIGHT

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

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

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

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

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

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

## 4. OWNERS SURROUNDING PROPERTY

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

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

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

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

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

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

## 5. THIRD PARTY LIABILITY

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

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

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

location or employees of the other firms/connected with any other work site/premises/location or members of the family of the insured or any of the aforesaid.

#### **EXCLUSIONS UNDER THE TPL EXTENSION -**

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

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

#### **CONDITIONS APPLYING TO TPL EXTENSION -**

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

#### **6. ADDITIONAL CUSTOMS DUTY**

In consideration of the Insured having paid an additional premium of Rs. \_\_\_\_ it is hereby declared and agreed that the Insured shall also be indemnified during the currency of the policy, towards the additional Customs Duty, amount of Rs. \_\_\_\_ which may be incurred by the Insured over and above the Customs Duty amount taken into account in arriving at the Sum Insured of the affected items.

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

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

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

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

#### **7. FLOATER CLAUSE**

In consideration of Floater Extra charged over and above the policy rate the Sum Insured 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 currency 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.

#### **8. Sabotage and Terrorism Damage Cover Endorsement (Material Damage Only) with effect from 1st April, 2021**

##### **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 Original Policy 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 sabotage and/or terrorism to the location/s mentioned in the schedule subject to the exclusions, limits and excess described hereinafter.

For the purpose of this cover, an act of terrorism means an act or series of acts, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), or unlawful associations, recognized under Unlawful Activities (Prevention) Act, 1967 (as amended from time to time) 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.

For the purpose of this cover, an act of sabotage means a subversive act or series of such acts committed for political, religious or ideological purposes including the intention to influence any government and/or to put 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 sabotage and/or 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, paramilitary forces, police or any other authority constituted by the government for maintaining law and order.

##### **LOSSES EXCLUDED**

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 or riots;
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 sabotage and/or terrorism;
15. loss or damage caused by mysterious disappearance or unexplained loss;
16. loss or damage directly or indirectly caused by mould, mildew, fungus, spores or other micro-organism of any type, nature or description, including but not limited to any substance whose presence poses an actual or potential threat to human health;
17. total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind;
18. Any loss due to fines or damages for breach of contract, or penalties of whatever nature;
19. Any infidelity, fraudulent, dishonest or criminal act by any director, officer or trustee of the Insured whether acting alone or in collusion with others;
20. Any debt, insolvency or commercial failure, whether to provide bond or security or otherwise, or any other financial cause of any party or person whatsoever.
21. loss or damage caused by Civil Commotion, Insurrection, Revolution or Rebellion, Mutiny and/or Coup d'Etat and Civil War except as may be insured specifically under any Political Violence Extension to this cover;
22. Third party liability howsoever arising except as may be insured specifically under any Third-Party Liability Extension to this cover.

#### **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 per compound/location whichever is lower.

In respect of sabotage and/or terrorism cover for dwellings, limit of indemnity shall not exceed Total Sum Insured as mentioned in the Policy Schedule or INR 4,000,000,000 per compound/location whichever is lower.

In respect of several locations being covered under a single policy on a floater basis, the maximum aggregate loss suffered from all the locations mentioned in the Policy schedule shall not exceed Total Sum Insured as mentioned 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 any one 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 within 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.

In respect of sabotage and/or terrorism cover for long term dwellings, 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 4,000,000,000/- whichever is lower. In respect of several insurance policies within the same compound/location, the maximum aggregate loss payable per compound/location by any one or all insurers shall be INR 4,000,000,000/-

#### **MID TERM COVER**

In case the coverage under this endorsement is granted during the currency of the policy, no claims will be payable for loss or damage to property caused by an act of sabotage and/or terrorism occurring during the first 15 (fifteen) days from the date of granting such cover. There should be no known or recorded/reported losses from ground up including threats/hoaxes from date of inception of policy to 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 Sabotage and/or Terrorism risk insurance during the period of insurance except where such cancellation is done along with the cancellation of the basic insurance. Where a policy is cancelled and rewritten mid-term purely for the purpose of coinciding with the accounting year of the insured, pro-rate refund of the cancelled policy premium will be allowed.

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

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

**9. Endorsement For Exclusion Of Damage Caused By Fire And Allied Perils**

Notwithstanding the conditions, provisions and other endorsements of this policy, it is hereby agreed and understood that the Company shall not be liable to indemnify the insured in respect of any loss, damage or liability directly or indirectly caused by or resulting from –

- i. Fire (including losses arising out of firefighting and rescue work).
- ii. Lightning.
- iii. Explosion/implosion.
- iv. Riot, Strike and Malicious Damage.
- v. Impact by any rail/road vehicle or animals.
- vi. Aircraft and other aerial and/or space devices and/or articles dropped therefrom.
- vii. Storm, cyclone, typhoon, tempest, hurricane, tornado, flood and inundation.
- viii. Subsidence and Land Slide including Rockslide.
- ix. Earthquake, Fire and Shock.

**10. Cover of Valves and Tubes**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, this insurance shall be extended to include loss of or damage to valves and tubes. Indemnification shall be limited to the actual value of such items (cf 1 - 7) immediately prior to the occurrence of the loss or damage, including ordinary freight, erection costs and custom duties and dues, if any.

## 1. Actual values of

- 1.1. stationary anode X-ray tubes in single-tank setup and rotating anode X-ray tubes without exposure counters for diagnostic equipment
- 1.2. Surface and close-range radio-therapy X-ray tubes and valves
- 1.3. video amplifier tubes

Age (Months)	Actual Value in % of new replacement Value
Less than 18	100
Less than 20	90
Less than 23	80
Less than 26	70

Less than 30	60
Less than 34	50
Less than 40	40
Less than 46	30
Less than 52	20
Less than 60	10
More than 60	0

## 2. Actual values of valves for diagnostic equipment

Age (months)	Actual value in % of new replacement value
Less than 33	100
Less than 36	90
Less than 39	80
Less than 42	70
Less than 45	60
Less than 48	50
Less than 51	40
Less than 54	30
Less than 57	20
Less than 60	10
More than 60	0

## 3. Actual value of rotating anode X-ray tubes with lead-sealed exposure counters for diagnostic equipment

Number of exposures	Actual value in % of new replacement value
Less than 10,000	100
Less than 12,000	90
Less than 14,000	80
Less than 16,000	70
Less than 19,000	60
Less than 22,000	50
Less than 26,000	40
Less than 30,000	30
Less than 35,000	20
Less than 40,000	10
More than 40,000	0

## 4. Actual values of deep therapy X-ray tubes and valves

Period of operation (hours) OR Age (months) (whichever results in the lower actual value)		Actual value in % of new replacement value
Period of operation (hours)	Age (months)	
Less than 400	Less than 18	100
Less than 500	Less than 22	90
Less than 600	Less than 26	80
Less than 700	Less than 30	70
Less than 800	Less than 35	60
Less than 900	Less than 40	50

Less than 1000	Less than 45	40
Less than 1100	Less than 50	30
Less than 1200	Less than 55	20
Less than 1300	Less than 60	10
More than 1300	More than 60	0

5. Actual values of X-ray tubes and valves for material testing equipment

Period of operation (hours) OR Age(months) (whichever results in the lower actual value)		Actual value in % of new replacement value
Period of operation (hours)	Age (months)	
Less than 300	Less than 6	100
Less than 380	Less than 8	90
Less than 460	Less than 10	80
Less than 540	Less than 12	70
Less than 620	Less than 14	60
Less than 700	Less than 16	50
Less than 780	Less than 18	40
Less than 860	Less than 20	30
More than 860	More than 20	20

6. Actual values of picture and pick-up tubes for TV equipment

After 12 months' use, the actual values of picture and pick-up tubes shall be reduced by 3% per month down to a minimum of 20% of the new replacement values.

7. Actual values of other types of tubes and valves

For other types of tubes and valves the actual values on the date of an occurrence shall be determined on the basis of data furnished by the supplier.

**11. Special condition concerning Computer Tomographs**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers shall not be liable for any damage consisting in the failure of individual construction elements or components, unless it can be proved that such damage has been caused by an external event acting on the system or by a fire generated within the system.

In contrast to the indemnity scales of Endorsement on "Cover for valves and tubes" incorporated in medical equipment, the following scales shall apply to the tubes indicated below built into computer tomographs:

i. X-ray tubes

With high-voltage time meter (stationary-anode tubes): (operating hours up to)	With exposure counter (rotating-anode tubes): (No. of exposures up to)	indemnity: ( % )
400	10,000	100
440	11,000	90
480	12,000	80
520	13,000	70
600	15,000	60
720	18,000	50
840	21,000	40
960	24,000	30

1,080	27,000	20
1,200	30,000	10

ii. Tubes for voltage stabilization and regulation

Period of use (months)	Indemnity %
36	100
39	90
41	80
44	70
47	60
49	50
52	40
55	30
57	20
60	10

### 12. Warranty for Lightning and Overvoltage Protection Devices

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers shall only indemnify the Insured in respect of loss of or damage to electronic equipment or data media or increased cost of working as a result of lightning or overvoltage if the electronic equipment is fitted with lightning and overvoltage protection devices and alarm system and these have been installed and maintained in accordance with the recommendations of the manufacturers of the electronic equipment and the lightning and overvoltage protection devices.

This means that the lightning and overvoltage protection devices and alarm system

- are regularly serviced by qualified personnel of the manufacturer or supplier,
- are kept under supervision by trained personnel,
- are provided with an automatic switch-off device complying with the latest requirements for electronic equipment and the manufacturer's recommendations.

### 13. Warranty Concerning Air-Conditioning Plant

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers shall not indemnify the Insured in respect of any loss or damage in regard to electronic equipment, data media and increased cost of working due to the failure of the air-conditioning plant, if this air-conditioning plant is not covered against material damage and has been equipped, installed or maintained in accordance with the recommendations of the manufacturers of the electronic equipment and air-conditioning plant.

This means that the insured air-conditioning plant

- and the alarm and switch-off devices are maintained by qualified personnel of the manufacturer or supplier at least every six months;
- is equipped with independent sensors to monitor temperature and humidity, to detect smoke and to release visual and acoustical alarms;
- is kept under supervision by trained personnel who are able to take all loss prevention measures necessary in the event of an alarm;
- is provided with an automatic emergency switch-off device complying with the requirements stipulated by the manufacturers of the electronic equipment.

## Section 7 - Digit Contractor's Plant & Machinery Insurance

### Tariff Endorsement Wordings

#### 1. Escalation Clause

In consideration of the payment of an additional premium amounting to 50% of the premium produced by applying the specified percentage to the first or the annual premium as appropriate on the undernoted item(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 the 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 the renewal date the existing percentage increase shall apply for the period of insurance from renewal.

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

#### 2. Owner's Surrounding Property

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

The Company pays to the insured the value of the damaged property at the time of accident or reinstate or replace such damage property or any part thereof provided that -

The liability of the Company shall in no case exceed the Sum Insured as mentioned in the policy schedule for any one accident or series of accidents arising out of any one event and in the whole the total indemnity of an amount mentioned in the policy schedule during the currency of the Policy.

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

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

#### 3. Third Party Liability

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

- a) Against legal liability for the accidental loss or damage caused to the property of other persons.



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

**Exclusions under the TPL Extension -**

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

- a) The first amount of policy excess of each claim for any one occurrence related to property damage.  
 b) Expenditure incurred in doing or redoing or making good or repairing or replacing anything covered or coverable under the policy.  
 c) Liability consequent upon -
- i. Bodily injury to or illness of employees/workmen/members of the families of the insured or of the owners of the works/site/premises/ location or of any other firm/contractors connected with any other work at the works/site/premises/location.
  - ii. Loss of or damage or property belonging to or held in trust by or under custody of the owner of the works/site/premises/location of any other firms/contractors or an employee/workmen/family member of any of the aforesaid.
  - iii. Any accident cost by vehicles licensed for general road or by waterborne vessels or used aircraft.
  - iv. Any agreement by the insured to pay any sum by way of indemnity or otherwise unless such liability would have attached also in the absence of such agreement.

**Conditions Applying to TPL Extension -**

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

**4. Express Freight**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the insured having paid the agreed extra premium, this insurance shall be extended to cover extra charges for express freight (excluding air freight).

Provided always that such extra charges are incurred in connection with any loss of or damage to the insured items recoverable under the policy.

If the sum(s) insured of the demand item(s) is/are less than the amount(s) required to be insured, the amount payable under this endorsement for such extra charges shall be reduced in the same proportion.

**5. Air Freight**

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

In consideration thereof, an additional premium is charged hereby.

Limit of indemnity shall be as mentioned in the policy schedule during currency of the Policy.

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

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

#### 6. **Additional Customs Duty**

In consideration of the Insured having paid an additional premium it is hereby declared and agreed that the Insured shall also be indemnified during the currency of the policy, towards the additional Customs Duty, which may be incurred by the Insured over and above the Customs Duty amount taken into account in arriving at the Sum Insured the affected item.

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

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

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

#### **Note-**

- i. For computation of indemnity under the Additional Customs Duty extension, exchange rate applicable on date of occurrence shall be considered.
- ii. Under this only Sea Freight charge would be taken into account even though the replacement supplies had been air freighted and the policy has been endorsed for airfreight cover

#### 7. **INSURANCE OF ALL TYPES OF CRANES**

It is understood and agreed that the Insurance by this Policy shall include sudden and unforeseen damage to ropes/slings resulting in their actual and complete severance. It shall not include breakage or abrasion of wires or strands of rope/slings although replacement is necessitated thereby“.

### **Section 12 - Digit Employees Compensation Insurance Policy**

#### **ENDORSEMENTS**

Subject to the other terms, conditions, deductible, co-payment, limitations and exclusions of the Digit Employees Compensation Insurance Policy, below mentioned Endorsement can be opted by You to spread the coverage as per your requirement, on payment of additional premium as applicable.

#### 1. **MEDICAL EXPENSES COVER**

If You have opted for this endorsement on payment of an additional premium, the **Digit Employees Compensation Insurance Policy** is extended to cover Insured’s liability towards medical expenses for treatment of Injury arising out of accident in respect of which indemnity granted under this Policy otherwise applies.

Provided always that Our liability under this endorsement shall be limited to amount mentioned in Your Policy Schedule for each employee per accident (against “each employee per accident limit”) and Our aggregate liability for all accidents during the Policy Period shall be limited to amount as mentioned in Your Policy Schedule (against “aggregate limit of all accidents”).

#### 2. **OCCUPATIONAL DISEASE COVER**

If You have opted for this endorsement on payment of an additional premium, indemnity granted under **Digit Employees Compensation Insurance Policy** is extended to cover the legal liability of the Insured to Employee for Occupational Diseases solely and directly contracted due to employment under the Insured in the Business in respect of which the within Policy is granted.

Provided always that Our liability under this endorsement shall be limited to amount mentioned in Your Policy Schedule for each employee (against “each employee limit”) and Our aggregate liability for all Employees during the Policy Period shall be limited to amount as mentioned in Your Policy Schedule (against “aggregate limit of all Employees”).

#### 3. **COVERAGE FOR CONTRACTORS WORKERS/ EMPLOYEES**

If You have opted for this endorsement on payment of an additional premium, the indemnity granted under **Digit Employees Compensation Insurance Policy** is extended to cover the legal liability of the **Insured to Employees** in the employment of Contractors performing work for the **Insured** while engaged in the **Business** in respect of which this endorsement is granted, but only so far as regard claims under the Employees Compensation Act, 1923, and subsequent amendments of said Act prior to the date of the issue of this Policy.

Contractor's Name & Registered Address:

Sr. No.	Nature of work done by Employees	Declared Number of Employees	Declared Wages/Contract Value during the Period of Insurance	Place/Places of Employment
1				
2				

### **Section 16 - Digit Boiler and Pressure Plant Insurance ENDORSEMENTS**

#### **1. OWNER'S SURROUNDING PROPERTY –**

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

The Company pays to the insured the value of the damaged property at the time of accident or reinstate or replace such damage property or any part thereof provided that –

The liability of the Company shall in no case exceed the amount as mentioned in the Policy Schedule for any one accident or series of accidents arising out of any one event and in the whole the total indemnity amount as mentioned in the Policy Schedule during the Policy period.

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

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

#### **2. THIRD PARTY LIABILITY –**

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

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

**EXCLUSIONS UNDER THE TPL EXTENSION –**

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

- a) The first amount of policy excess of each claim for any one occurrence related to property damage.
- b) Expenditure incurred in doing or redoing or making good or repairing or replacing anything covered or coverable under the policy.
- c) Liability consequent upon –
  - i) bodily injury to or illness of employees/workmen/members of the families of the insured or of the owners of the works/site/premises/ location or of any other firm/contractors connected with any other work at the works/site/premises/location.
  - ii) loss of or damage or property belonging to or held in trust by or under custody of the owner of the works/site/premises/location of any other firms/contractors or an employee/workmen/family member of any of the aforesaid.
  - iii) any accident cost by vehicles licensed for general road or by waterborne vessels or used aircraft.
  - iv) any agreement by the insured to pay any sum by way of indemnity or otherwise unless such liability would have attached also in the absence of such agreement.

**CONDITIONS APPLYING TO TPL EXTENSION –**

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

**3. EXPRESS FREIGHT –**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the insured having paid the agreed extra premium, this insurance shall be extended to cover extra charges for express freight (excluding air freight).

Provided always that such extra charges are incurred in connection with any loss of or damage to the insured items recoverable under the policy.

If the sum(s) insured of the demand item(s) is/are less than the amount(s) required to be insured, the amount payable under this endorsement for such extra charges shall be reduced in the same proportion.

**4. AIR FREIGHT –**

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

In consideration thereof an additional premium is charged hereby.

Limit of indemnity shall be amount as mentioned in the Policy Schedule during Policy Period.

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

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

**5. ADDITIONAL CUSTOMS DUTY –**

In consideration of the Insured having paid an additional premium it is hereby declared and agreed that the Insured shall also be indemnified during the policy period, towards the additional Customs Duty, amount, as mentioned in the Policy Schedule, which may be incurred by the Insured over and above the Customs Duty amount taken into account in arriving at the Sum Insured the affected item.

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

The Indemnity for such Additional Customs Duty will stand reduced after occurrence of the claim unless reinstated by payment of an additional premium prescribed by the Company. Subject otherwise to the terms, conditions, and exceptions of the Policy.

**Note**

- i) For computation of indemnity under the Additional Customs Duty extension, exchange rate applicable on date of occurrence shall be considered.
- ii) Under this only Sea Freight charge would be taken into account even though the replacement supplies had been air freighted and the policy has been endorsed for airfreight cover.

**6. ESCALATION CLAUSE-**

In consideration of the payment of an additional premium 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 as specified in policy schedule for each of the item .

Unless specifically agreed to the contrary the provisions of the 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 up to that renewal date, and
- ii. the specified percentage increase(s) required for the forthcoming period of Insurance, but in the absence of instructions to the contrary prior to the renewal date the existing percentage increase shall apply for the period of insurance from renewal.

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

**Section 17 - Digit All Risk Policy**  
**ENDORSEMENTS**

**Sabotage and Terrorism Damage Cover Endorsement (Material Damage Only) with effect from 1<sup>st</sup> April, 2021**

**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 Original Policy 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 sabotage and/or terrorism to the location/s mentioned in the schedule subject to the exclusions, limits and excess described hereinafter.

For the purpose of this cover, an act of terrorism means an act or series of acts, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), or unlawful associations, recognized under Unlawful Activities (Prevention) Act, 1967 (as amended from time to time) 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.

For the purpose of this cover, an act of sabotage means a subversive act or series of such acts committed for political, religious or ideological purposes including the intention to influence any government and/or to put 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 sabotage and/or 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, paramilitary forces, police or any other authority constituted by the government for maintaining law and order.

**LOSSES EXCLUDED**

1. loss by seizure or legal or illegal occupation;
2. loss or damage caused by:
  - a. voluntary abandonment or vacation,
  - b. 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 or riots;
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 sabotage and/or terrorism;
15. loss or damage caused by mysterious disappearance or unexplained loss;
16. loss or damage directly or indirectly caused by mould, mildew, fungus, spores or other micro-organism of any type, nature or description, including but not limited to any substance whose presence poses an actual or potential threat to human health;
17. total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind;
18. Any loss due to fines or damages for breach of contract, or penalties of whatever nature;
19. Any infidelity, fraudulent, dishonest or criminal act by any director, officer or trustee of the Insured whether acting alone or in collusion with others;
20. Any debt, insolvency or commercial failure, whether to provide bond or security or otherwise, or any other financial cause of any party or person whatsoever.
21. loss or damage caused by Civil Commotion, Insurrection, Revolution or Rebellion, Mutiny and/or Coup d'Etat and Civil War except as may be insured specifically under any Political Violence Extension to this cover;
22. Third party liability howsoever arising except as may be insured specifically under any Third-Party Liability Extension to this cover.

#### **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 per compound/location whichever is lower.



In respect of sabotage and/or terrorism cover for dwellings, limit of indemnity shall not exceed Total Sum Insured as mentioned in the Policy Schedule or INR 4,000,000,000 per compound/location whichever is lower.

In respect of several locations being covered under a single policy on a floater basis, the maximum aggregate loss suffered from all the locations mentioned in the Policy schedule shall not exceed Total Sum Insured as mentioned 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 any one 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 within 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.

In respect of sabotage and/or terrorism cover for long term dwellings, 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 4,000,000,000/- whichever is lower. In respect of several insurance policies within the same compound/location, the maximum aggregate loss payable per compound/location by any one or all insurers shall be INR 4,000,000,000/-

#### **MID TERM COVER**

In case the coverage under this endorsement is granted during the currency of the policy, no claims will be payable for loss or damage to property caused by an act of sabotage and/or terrorism occurring during the first 15 (fifteen) days from the date of granting such cover. There should be no known or recorded/reported losses from ground up including threats/hoaxes from date of inception of policy to 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 Sabotage

and/or Terrorism risk insurance during the period of insurance except where such cancellation is done along with the cancellation of the basic insurance. Where a policy is cancelled and rewritten mid-term purely for the purpose of coinciding with the accounting year of the insured, pro-rate refund of the cancelled policy premium will be allowed.

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

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

**Section 18 - Digit Public Liability Insurance Policy**  
**Add-On Covers/ Endorsement Wordings/ Clauses**

Below mentioned are the add-on covers/ endorsements / clauses available under “Digit Public Liability Insurance Policy”.

The add-on covers/ endorsements/ clause applicable to Your Policy are mentioned in Your Policy Schedule. Addon covers against which Sum insured is not mentioned in Your policy schedule are not applicable in the Policy issued to you.

Sr. No.	Name of Add-On Covers /Endorsements/ Clauses	UIN
1.	Food and Beverage Endorsement	As per Base Product
2.	Industrial Seepage, pollution and contamination extension – 72 hours	As per Base Product
3.	Act of God Perils	IRDAN158RP0075V01202021/A0020V01202122
4.	Advertising Signs and Decorations Liability	IRDAN158RP0075V01202021/A0021V01202122
5.	Care, Custody or Control	IRDAN158RP0075V01202021/A0022V01202122
6.	Carriage of Effluents (outside the Insurance Premises)	IRDAN158RP0075V01202021/A0023V01202122
7.	Damage to Rented Premises	IRDAN158RP0075V01202021/A0024V01202122
8.	Lift Liability	IRDAN158RP0075V01202021/A0025V01202122
9.	Medical Expenses	IRDAN158RP0075V01202021/A0026V01202122
10.	Swimming Pool and Exercise area liability	IRDAN158RP0075V01202021/A0027V01202122
11.	Transportation of Material or Dangerous or Hazardous Substance	IRDAN158RP0075V01202021/A0028V01202122
12.	Valet Parking	IRDAN158RP0075V01202021/A0029V01202122
13.	Terrorism Legal Liability Coverage	IRDAN158RP0075V01202021/A0030V01202122

**1) Food and Beverage Endorsement**

We will indemnify You for all amounts which You become legally liable to pay as Compensation as a result of Bodily Injury due to poisoning by food or non-alcoholic beverage supplied by You at or from Your Insured Premises.

This cover excludes any Claim resulting from Drugs and medicines supplied by You at or from Your Insured Premises.

Provided always that You shall at all times take every possible precaution to prevent the sale or supply of any food and beverages which are contaminated and not fit for human consumption.

It is hereby agreed and declared that exclusion 29 of the policy wording stands deleted.

Subject always to the Limit of Liability mentioned in the Policy Schedule against this cover, terms, conditions, exclusions and Deductible of this Policy.

**2) Industrial Seepage, pollution and contamination extension – 72 hours**

Notwithstanding anything herein contained to the contrary, it is hereby agreed and declared that the insurance under this policy is extended to cover legal liability for accidents causing injury or damage due to seepage, pollution or contamination, where such seepage, pollution or contamination is caused by sudden, unintended and unexpected happening, which takes place in its entirety at a specific time and place during the policy period.

This extension also includes the payment of reasonable cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances provided the seepage, pollution or contamination is caused by sudden, unintended and unexpected happening, which takes place in its entirety at a specific time and place during the policy period whether a claim has been made or not against the insured.

Provided that,

- a It became physically evident to You or other parties within seventy-two (72) hours of its commencement;
- b the initial Bodily Injury, Property Damage must have ensued within seventy-two (72) hours of its commencement

This extension does not cover any liability

- a relating to fines, penalties, punitive or exemplary damage.
- b Which would not have been covered under the insurance, had this clause not been attached.

It is hereby agreed and declared that exclusion 30 of the policy wording is deleted

Provided always that all terms and conditions in the policy shall apply to this extension as if they have been incorporated herein.

### **3) Act of God Perils**

We will indemnify You for all amounts which You become legally liable to pay as Compensation arising out of Act of God Perils like Storm, Typhoon, Flood, Inundation, Earthquake and similar natural causes, subject always to the Limit of Liability mentioned in the Policy Schedule against this Add-on cover, terms, conditions, warranties, exclusions and deductible of this Policy.

If You have opted for this add on cover, Point no. 2 as provided under "9. Exclusion" in the base policy shall stand deleted.

### **4) Advertising Signs and Decorations Liability**

We will indemnify You for all amounts which You become legally liable to pay as Compensation as a result of any accidents occurring in connection to Your advertising signs, neon signs, decorations and the like in or about the Insured Premises as mentioned in Your Policy Schedule, provided that such property is under regular inspection and maintenance is carried out by qualified personnel.

Subject always to the Limit of Liability mentioned in the Policy Schedule against this Add-on cover, terms, conditions, warranties, exclusions and deductible of this Policy.

### **5) Care, Custody or Control**

We will indemnify You for all amounts which You become legally liable to pay as Compensation as a result of Property Damage to a property whilst under Your care, custody and control.

Subject always to the Limit of Liability mentioned in the Policy Schedule against this Add-on cover, terms, conditions, warranties, exclusions and deductible of this Policy.

If You have opted for this add on cover, Point no. 1, 12 and 28. (i) as provided under "9. Exclusion" in the base policy shall stand deleted to the extent coverage is provided under this add on cover.

### **6) Carriage of Effluents (outside the Insurance Premises)**

We will indemnify You for all amounts which You become legally liable to pay as Compensation as a result of an accident directly caused by treated effluents whilst being carried by pipelines outside the Insured Premises to the discharge point as declared and mentioned in Your Policy Schedule, excluding Pollution risk, howsoever caused unless specifically agreed and mentioned in Your Policy Schedule.

Provided always that the statutory provisions as may be in force from time to time for treatment and discharge of effluents are complied with.

Subject always to the Limit of Liability mentioned in the Policy Schedule against this Add-on cover, terms, conditions, warranties, exclusions and deductible of this Policy.

**7) Damages to Rented Premises**

We will indemnify You for all amounts which You become legally liable to pay as Compensation as a result of Property Damage to the Premises, while rented to You or temporarily occupied by You with permission of the Owner, if such Property Damage is caused by

1. Fire
2. Explosion
3. Water Discharged from a pipe or water system; or
4. Impact of a motor vehicle.

Subject always to the Limit of Liability mentioned in the Policy Schedule against this Add-on cover, terms, conditions, warranties, exclusions and deductible of this Policy.

If You have opted for this add on cover, Point no. 1 and 12 as provided under "9. Exclusion" in the base policy shall stand deleted to the extent coverage is provided under this add on cover.

**8) Lift Liability**

We will indemnify You for all amounts which You become legally liable to pay as Compensation as a result of an accident directly caused in connection to the normal operational use of the elevators and/or escalators at the Insured Premises, provided that regular inspection and maintenance of the elevators and/or escalators shall be carried out by qualified engineers.

Subject always to the Limit of Liability mentioned in the Policy Schedule against this Add-on cover, terms, conditions, warranties, exclusions and deductible of this Policy.

**9) Medical Expenses**Coverage:

We will pay the medical expenses described below, incurred by You as a result of Bodily Injury caused by an accident:

1. On premises You own or rent;
2. On ways next to premises You own or rent; or
3. Because of Your operations;

Provided that:

1. The accident takes place in the Coverage Territory and during the Policy period;
2. The expenses are incurred and reported to Us within one year of the date of the accident; and
3. The injured person submits to examination, at Our expense, by physicians of Our choice as often as We reasonably require.

We will make these payments regardless of fault and will pay reasonable medical expenses incurred only for:

1. First aid administered at the time of an accident;
2. Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
3. Necessary ambulance, hospital, professional nursing and funeral services.

Specific Exclusions to this Cover:

We will not pay expenses for Bodily Injury:

1. To any Insured.
2. To a person hired to do work for or on behalf of any Insured or a tenant of any Insured.
3. To a person injured on that part of premises You own or rent that the person normally occupies.
4. To a person, whether or not an Employee of any Insured, if benefits for the Bodily Injury are payable or must be provided under an Employee's Compensation or disability benefits law or a similar law.
5. To a person injured while taking part in athletics.

Subject always to the Limit of Liability mentioned in the Policy Schedule against this Add-on cover, terms, conditions, warranties, exclusions and deductible of this Policy.

#### **10) Swimming Pool and Exercise Area Liability**

We will indemnify You for all amounts which You become legally liable to pay as Compensation as a result of Bodily Injury happening in or around or arising out of the ownership, use or operation of Your swimming pool, pool side area and/or exercise area provided that:

1. all equipment is maintained and serviced in accordance with the manufacturer's instruction
2. appropriate safety signs are provided where necessary that give instructions on the safe use of the pool and/ or equipment and/or exercise area and/or pool side area.
3. all equipment is structurally safe being operated and maintained in a safe manner
4. users are made fully aware of the pool and/or exercise area rules and the need to be responsible for their own safety
5. lifeguard is present or in the absence of a lifeguard, a member of staff is/are designated as "on call" to respond immediately to any alarm and deal with any emergency. It is essential that such staff are trained in pool rescue, first aid and cardiopulmonary resuscitation (CPR) techniques
6. a written safety procedure is displayed at the entrance, changing rooms, pool side and exercise area. The notice should include (but not be limited to) the following information: -
  - The times when the pool / exercise area is open
  - A clear warning if the pool does not have a lifeguard
  - Children (under 15 years of age) do not use the pool without adult supervision
  - Non-swimmers should not bathe alone
  - Locations and use of the rescue equipment
  - Location and use of the emergency telephone/alarm and instructions to its use in an emergency

Subject always to the Limit of Liability mentioned in the Policy Schedule against this Add-on cover, terms, conditions, warranties, exclusions and deductible of this Policy.

#### **11) Transportation of Material or Dangerous or Hazardous Substance**

We will indemnify You for all amounts which You become legally liable to pay as Compensation as a result of a Bodily Injury and/or Property Damage directly caused by material or dangerous or hazardous substance as declared by You whilst being transported by rail or road or pipeline, excluding Pollution risk, howsoever caused unless specifically agreed and mentioned in Your Policy Schedule.

Provided always that the statutory provisions as may be in force from time to time for carriage of dangerous or hazardous substances are complied with.

Subject always to the Limit of Liability mentioned in the Policy Schedule against this Add-on cover, terms, conditions, warranties exclusions and deductible of this Policy.

#### **12) Valet Parking**

We will indemnify You for all amounts which You become legally liable to pay as Compensation arising out of the use of any motor vehicle which is not Your Property or provided by You and being used by Your authorized Employee solely for the purpose of valet parking. We shall not be liable for any Claim arising while such vehicle is being driven by any person other than Your authorized Employee(s) or for any purpose other than provision of valet parking service.

Provided that, We shall be liable to pay a Claim under this Cover only if You are not entitled to indemnity under any other Insurance.

Subject always to the Limit of Liability mentioned in the Policy Schedule against this Add-on cover, terms, conditions, warranties, exclusions and deductible of this Policy.

If You have opted for this add on cover, Point no. 9 as provided under "9. Exclusion" in the base policy shall stand deleted to the extent coverage is provided under this add on cover.

#### **13) Terrorism legal Liability Coverage**

We will indemnify You for all amounts which You become legally liable to pay as Compensation as a result of a Bodily Injury and/or Property Damage directly caused due to Act Of Terrorism.

Subject always to the Limit of Liability mentioned in the Policy Schedule against this Add-on cover, terms, conditions, warranties, exclusions and deductible of this Policy.

Act of Terrorism means an act, including but not limited to the use of force or violence and /or the threat there of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), 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.

If You have opted for this add on cover, following points as provided under "9. Exclusion" in the base policy shall stand amended:

- a. Point no 7 shall be amended to read as under,  
*"7. directly or indirectly occasioned by, happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power. "*
- b. Point no. 20 shall stand deleted.