

Digit Consequential Loss (Fire) Insurance (Commercial)

Add-On Covers/Clauses/Endorsements

Below mentioned are the add-on covers available under Digit Consequential Loss (Fire) Insurance (Commercial). The add-on(s) applicable to Your Policy are mentioned in Your Policy Schedule.

Sr. No	Name of Add-On/Clauses/Endorsements	UIN
1.	Waiver of Subrogation	IRDAN158CP0088V01201920/A0002V01202021
2.	Automatic Reinstatement Clause	IRDAN158CP0088V01201920/A0003V01202021
3.	Molten Metal Spillage Clause	IRDAN158CP0088V01201920/A0004V01202021
4.	Solicitor's and Professional's Fees	IRDAN158CP0088V01201920/A0005V01202021
5.	Additional increased Cost of Working	IRDAN158CP0088V01201920/A0006V01202021
6.	Primary and Non-Contributory	IRDAN158CP0088V01201920/A0007V01202021
7.	Interdependency Cover	IRDAN158CP0088V01201920/A0008V01202021
8.	Nominated Loss Adjuster/Surveyor Clause	IRDAN158CP0088V01201920/A0009V01202021
9.	Non-Vitiation Clause	IRDAN158CP0088V01201920/A0010V01202021
10.	Loss of Attraction	IRDAN158CP0088V01201920/A0011V01202021
11.	Ingress/Egress	IRDAN158CP0088V01201920/A0012V01202021
12.	Denial of Access	IRDAN158CP0088V01201920/A0013V01202021
13.	Group Interdependency	IRDAN158CP0088V01201920/A0014V01202021
14.	Soft Costs – Course of Construction	IRDAN158CP0088V01201920/A0015V01202021
15.	Prevention of Access	IRDAN158CP0088V01201920/A0016V01202021
16.	Loss Due to Damage to Server at Other Location	IRDAN158CP0088V01201920/A0017V01202021
17.	Minimum Demand Charges	IRDAN158CP0088V01201920/A0018V01202021
18.	Export Tax Benefits	IRDAN158CP0088V01201920/A0019V01202021

1. Waiver of Subrogation

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

2. Automatic Reinstatement Clause

In consideration of the payment of the additional premium, it is hereby declared and agreed that subject to the Insurance Limits as stated in the Schedule in the event of any claim occurring under this Policy and in the absence of written notice by the Insured to the contrary, the insurance in respect of Business Interruption arising is automatically reinstated as and from the date of the Damage.

3. Molten Metal Spillage Clause

In consideration of the payment of the additional premium, it is hereby agreed and declared that, subject to the conditions of the Policy, the policy extends to cover losses consequent to the physical loss or damage to property excluding cost of molten material serving business

operations that arises without the occurrence of fire as a result of the spillage or leakage of glowing molten material from container or lines.

Physical loss or damage shall not include damage to containers, unless such damage is caused by spilled glowing molten material acting from the outside.

The indemnity provided herein shall be subject to limit for each and every loss and the aggregate loss limit is as mentioned in the Policy Schedule.

4. Solicitors' and Professional's Fees

In consideration of the payment of the additional premium, it is hereby understood and agreed, subject otherwise to the terms, conditions and exclusions of the Policy and endorsed hereon and subject to the Insured having paid the agreed additional premium that this Policy extends to cover the actual costs incurred by the Insured, of reasonable fees payable to the Insured's accountants, architects, auditors, engineers, or other professionals and the cost of using the Insured's employees, for producing and certifying any particulars or details contained in the Insured's books or documents, or such other proofs, information or evidence required by the Company resulting from insured loss payable under this Policy for which the Company has accepted liability.

Provided that:

- 1) This additional coverage will not include the fees and costs of attorneys, public adjusters, and loss arbitrators, all including any of their subsidiary, related or associated entities either partially or wholly owned by them or retained by them for the purpose of assisting them nor the fees and costs of loss consultants who provide consultation on coverage or negotiate claims.
- 2) This additional coverage is subject to the deductible that applies to the loss.

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

5. Additional Increased Cost of Working

In consideration of the payment of the additional premium, it is hereby agreed and declared that notwithstanding anything contained herein to the contrary and on the payment of additional premium, this policy extends to cover costs and expenses necessarily and reasonably incurred during the indemnity period in consequence of the 'Damage' and not otherwise payable under Loss of Gross Profit Provision (increase in cost of working) for the purposes of maintaining the business, it being understood that if any such costs under Loss of Gross Profit provisions (Reduction in turnover and Increase in cost of working) are of a capital asset nature then account shall be taken of the residual value of such capital items so involved, existing at the end of the maximum Indemnity Period.

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

6. Primary and Non-Contributory

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

7. Interdependency Cover

In consideration of the payment of the additional premium, it is hereby agreed and understood, subject otherwise to the terms, conditions and exclusions of the Policy and endorsed hereon, that if damage or destruction to any of the Insured's premises/ property should result in suffering a reduction in turnover or increase in cost of working of another Insured locations/premises which is dependent on the former Insured's premises/ property , then such loss is deemed to be covered by this Policy notwithstanding that no material damage was sustained by the latter premises/property provided that independent trading results for each production unit is separately ascertainable.

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

8. Nominated Loss Adjusters/Surveyors Clause

It is understood and agreed that in the event of an occurrence that is likely to give rise to a claim under this Policy, the Insured can appoint any one of the following firms of Adjusters/Surveyors to act on behalf of Insurers to conduct all loss or damage surveys or adjustments (insert names here). In case the listed Adjusters/Surveyors are not available at the location where loss has occurred, the appointment of Adjusters/Surveyors shall be done in consultation with Insurer.

9. Non-Vitiation Clause

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

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

10. Loss of Attraction

In consideration of the payment of the additional premium, this Policy extends to cover the actual loss suffered by the Insured resulting from interruption of or interference with the Business caused by physical loss or physical damage by Insured peril to a Property(ies) which attracts tourists located within 2 Kms, unless specifically agreed otherwise and mentioned in Policy Schedule, of the Insured's Location.

Property of attraction shall be limited to:

- Iconic or historic buildings open to the public
- National monuments
- Stadium, sports and entertainment venues
- Shopping malls

- Theme parks
- Religious centres or major places of worship

This extension excludes Loss resulting from interruption of or interference with the Business that is covered under the separate Denial of Access including civil or military order, Ingress/Egress or Service Interruption extensions included in this Policy and it will be limited to an Attraction Property within the Territorial limits, as stated in the Policy Schedule.

The Maximum Indemnity Period under this Extension is 60 days, unless specifically agreed otherwise and mentioned in Policy Schedule.

11. Ingress/Egress

In consideration of payment of additional premium, this Policy is extended to cover loss sustained by the Insured due to prevention of ingress to or egress from an insured location caused by physical loss or damage of property situated within a radius of 1 Kms (or as specifically agreed) arising out of operation of peril not excluded in the policy.

This extension shall not provide coverage for more than 14 consecutive days, unless specifically agreed otherwise and mentioned in Policy Schedule, over and above the policy excess.

12. Denial of Access

In consideration of the payment of the additional premium, it is hereby agreed and declared that, subject to the conditions of the Policy, it is understood and agreed that loss resulting from interruption of or interference with the Business carried on by the Insured following

- a) physical loss or damage to property in the Vicinity of the Premises which prevents or hinders the use of the Premises or access thereto, whether the Premises or Property Insured of the Insured therein shall be damaged or not,
- b) interference with the Business carried out by the Insured in consequence of the said Premises or property within the Vicinity of the said Premises containing or thought to contain a harmful device provided that the Police shall be informed immediately the Insured is aware of the presence or suspected presence of such harmful device,
- c) interference with the Business carried on by the Insured in consequence of action by the Police Authority following danger or disturbance in the Vicinity of the Premises, which prevents or hinders the use of the Premises or access thereto.

Provided that:

- i) for the purposes of this Extension Vicinity shall mean within a radius as shown in Policy Schedule of the Insured's Premises
- ii) the liability of the Company does not exceed the Limit of Liability stated in the Schedule in respect of any one event
- iii) the aggregate liability of the Company in respect of all events occurring during any one Period of Insurance does not exceed the Limit of Liability stated in the Schedule
- iv) the Maximum Indemnity Period shall mean three months unless specifically agreed otherwise and mentioned in the Policy Schedule, and
- v) there shall be no liability under the Extension for loss arising from any cause within the control of the Insured

- vi) there shall be no liability under the Extension for loss for the first 24 hours of any interference with the Business, unless this time limit is modified and mentioned in the Policy Schedule

13. Group Interdependency

In consideration of the payment of the additional premium, it is hereby agreed and declared that this policy shall indemnify for loss of Gross Profit caused by interruption / interference in business activity at any Insured Location resulting from interruption of or interference with the business activity at any of other Insured location forming part of the Insured's group of companies insured herein as a result of direct physical loss or physical damage by an Insured peril.

This Clause is subject otherwise to the terms, Conditions and Exclusions of the Policy.

The limit of indemnity under this extension shall be as defined under the policy.

14. Soft Costs – Course of Construction

In consideration of the payment of the additional premium, it is hereby agreed and understood, subject otherwise to the terms, conditions and exclusions of the Policy and endorsed hereon, that this Policy covers the actual loss sustained incurred by the Insured of Soft Costs during the Indemnity Period arising out of the delay of completion of buildings and additions under construction directly resulting from physical loss or damage of the type insured to insured property under construction at an insured location.

References and Application. The following term(s) wherever used in this Add-On Cover means:

Soft Costs shall mean: Expenses over and above normal expenses at locations undergoing renovation or in the course of construction limited to the following:

- Construction loan fees - the additional cost incurred to rearrange loans necessary for the completion of construction, repairs or reconstruction including; the cost to arrange refinancing, accounting work necessary to restructure financing, legal work necessary to prepare new documents, charges by the lenders for the extension or renewal of loans necessary.
- Commitment fees, leasing and marketing expenses - The cost of returning any commitment fees received from prospective tenant(s) or purchaser(s), the cost of re-leasing and marketing due to loss of tenant(s) or purchaser(s).
- Additional fees - for architects, engineers, consultants, attorneys and accountants needed for the completion of construction, repairs or reconstruction.
- Carrying costs - property taxes, building permits, additional interest on loans, realty taxes and insurance premiums.

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

15. Prevention of Access

In consideration of the payment of the additional premium, it is hereby agreed and declared that, subject to the conditions of the Policy, Coverage under this Policy shall extend to include loss or reduction resulting from cessation, interruption, interference or inhabitation to the business as consequence of Physical destruction of or damage to property belonging to the Insured or other property within a radius of 5 kms or as shown in Policy Schedule from the

insured premises (inland only & excluding port blockage) which prevents or hinders the use of or access to the premises.

The total liability under this Clause will be limited to maximum of 4 weeks over and above the policy deductible, unless specifically agreed otherwise and mentioned in the Policy Schedule.

16. Loss Due to Damage to Server at other Location

In consideration of the payment of the additional premium, it is hereby agreed and understood that notwithstanding terms, conditions and exclusions of the Policy this extension shall cover Loss of Gross Profit due to reduction in turnover at Insured premises arising out of damage or destruction to the System Support Services i.e. Servers, located at Insured's other specified premises due to operation of an insured perils. This is subject to condition that independent trading results for each production unit is separately ascertainable.

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

17. Minimum Demand Charges

In consideration of the payment of the additional premium, it is hereby agreed and understood, subject otherwise to the terms, conditions and exclusions of the Policy and endorsed hereon, that the insurance by this Policy is extended to include the minimum demand charges imposed by any named supplier of electricity, water, gas or utility services to which the Insured has contracted and which cost has been incurred by the Insured following upon the loss as insured under this Policy and provided that such expenditure is not more specifically insured by the Policy as a Standing charge or Fixed cost within the definition of Gross Profit or any other definition used in the terms of the policy wording.

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

18. Export tax benefits

In consideration of the payment of the additional premium, it is hereby agreed and understood, subject otherwise to the terms, conditions and exclusions of the Policy and endorsed hereon, that the insurance by this Policy extends to include the loss of tax benefits, derived solely from the export of any product which is manufactured, stored or contained at the premises of the Insured following upon loss as insured which results in the interruption of or interference with the business.

Provided that such benefits are directly attributed to export tax benefits and which may be adjusted by any Tax allowance or Tax concession which was provided for by Statute or any other recognized authority to which the Insured could have had benefit after the date of loss but because of the loss the Insured could not benefit from such allowance or concession.

If during the period of time from the date of loss to the expiry of the Indemnity Period any Statute or concession was passed or allowed for which the Insured could have but did not benefit as a result of the loss; then such amount of loss shall be considered as loss in terms of the provisions of this clause.

The sum insured in terms of the provisions of this clause shall be independently determined and shall be a 'first loss' amount and shall be the maximum amount payable in the event of loss as insured.

The indemnity in terms of the provisions of this clause is not subject to condition of average.

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