

Digit My Business Policy (Commercial)  
(Annexure)  
Endorsements

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**Section 1 - Standard Fire and Special Perils Policy**  
**Tariff Endorsement and Clauses**

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

S.No	Name of Product/Add-On	Product UIN
1	Architects, Surveyors and Consulting Engineers Fees (in excess of 3%) Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0006V01201819
2	Removal of Debris (in excess of 1% of the claim amount) Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0007V01201819
3.a	Deterioration of Stocks in Cold Storage Premises Add-On Cover under SFSP	IRDAN158CP0005V01201819/A0008V01201819
3.b	Deterioration of Stocks in Cold Storage Premises Add-On Cover under SFSP	IRDAN158CP0005V01201819/A0009V01201819
4	Forest Fire Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0010V01201819
5	Impact Damage Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0011V01201819
6	Spontaneous Combustion Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0012V01201819
7	Omission to Insure additions, alterations or extensions Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0013V01201819
8	Earth quake (Fire and Shock) Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0014V01201819
9	Spoilage Material Damage Cover Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0015V01201819
10	Leakage and Contamination Cover Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0016V01201819
11	Temporary Removal of Stocks Clause Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0017V01201819
12	Loss of Rent Clause Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0018V01201819
13	Insurance of Additional Expenses of Rent for an Alternative Accommodation Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0019V01201819
14	Start-up Expenses Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0020V01201819
15	Agreed Bank Clause Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0021V01201819
16	Contract Price Insurance Clause Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0022V01201819
17	Designation of Property Clause Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0023V01201819
18	Reinstatement Value Policies Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0024V01201819
19	Local Authorities Clause Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0025V01201819
20	Escalation Clause Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0026V01201819
21	ARCHITECTS, SURVEYORS AND CONSULTING ENGINEER'S FEES Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0027V01201819
22	REMOVAL OF DEBRIS CLAUSE Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0028V01201819
23	Floater Clause Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0029V01201819
24	Declaration Clause Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0030V01201819
25	Voluntary Deductible Clause Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0031V01201819
26	Floater Declaration Clause Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0032V01201819
27	Terrorism Damage Cover Endorsement (Material Damage Only) Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0033V01201819
28	Molten Material Spillage Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0034V01201819
29	Decontamination and Cost of Clean Up Expense Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0035V01201819
30	Expediting Costs Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0036V01201819
31	Protection and Preservation of Property Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0037V01201819
32	Contract Works Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0038V01201819
33	Sprinkler Up-Grading Costs Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0039V01201819
34	Expenses for Loss Minimization Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0040V01201819

35	Claim Preparation Costs Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0041V01201819
36	Cost of Re-Writing Records Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0042V01201819
37	Brands and Trademarks Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0043V01201819
38	Obsolete Parts Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0044V01201819
39	Deliberate Damage Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0045V01201819
40	Sue And Labour Clause Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0046V01201819
41	Accidental Damage Cover Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0047V01201819
42	New Location Cover Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0048V01201819
43	Property Under Care Custody and Control Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0049V01201819
44	Immediate Repairs Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0050V01201819
45	Pair and Set/Consequential Reduction in Value Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0051V01201819
46	Fire Extinguishing / Fighting Expenses Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0052V01201819
47	Civil Authority Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0053V01201819
48	Involuntary Betterment Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0054V01201819
49	Damage to Building (Occasioned by Theft) Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0055V01201819
50	Errors & Omissions Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0056V01201819
51	Minor Works Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0057V01201819
52	Undamaged Foundations Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0058V01201819
53	Capital Additions Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0059V01201819
54	New Acquisitions Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0060V01201819
55	Undamaged Stock and Loss on Re Sale Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0061V01201819
56	Smoke Damage Extension Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0062V01201819
57	Accidental Discharge of Gas Flooding Systems Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0063V01201819
58	Contamination and Co-mingling of stocks Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0064V01201819
59	Leakage and Overflowing of Storage Tanks Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0065V01201819
60	Seasonal Enhancement of Stocks Cover Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0066V01201819
61	Goods and Stocks undergoing any heating or drying process Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0067V01201819
62	Outbuilding Clause Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0068V01201819
63	Damages to Underground Services Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0069V01201819
64	Landscaping Cost Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0070V01201819
65	Duty Liability Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0071V01201819
66	Accounts Receivable Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0072V01201819
67	Property of Employees and Visitors/Personal Effects Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0073V01201819
68	Property Outside/Away from the Premises Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0074V01201819
69	Tenants Improvement Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0075V01201819
70	Shutdown Expenses Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0076V01201819
71	Waiver of Subrogation Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0077V01201819
72	Trace and Access Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0078V01201819
73	Waiver of Underinsurance Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0079V01201819
74	Deferred Payments Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0080V01201819
75	Archives Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0081V01201819

76	Catalyst and Consumable interest in process Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0082V01201819
77	Plans, Documents and Computer Systems Records Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0083V01201819
78	Exhibition, Exposition, Fair or Trade Show Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0084V01201819
79	Lawns, Plants, Shrubs or Trees Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0085V01201819
80	Tenant's Liability Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0086V01201819
81	Unrepaired Damage Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0087V01201819
82	Burglary, Housebreaking & Robbery Cover Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0088V01201819
83	Theft & Larceny Cover Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0089V01201819
84	Seventy-Two Hours Clause Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0090V01201819
85	Additional Insureds (to be named in The Schedule) Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0091V01201819
86	Multiple Insured Clause Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0092V01201819
87	Payments on Account Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0093V01201819
88	Non-Vitiation Clause Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0094V01201819
89	Nominated Loss Adjusters Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0095V01201819
90	Non-Invalidation Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0096V01201819
91	Primary and Non-Contributory Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0097V01201819
92	Vehicle Load Clause Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0098V01201819
93	Un-Occupancy Clause Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0099V01201819
94	Leak search / finding cost Clause Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0100V01201819
95	Obsolete equipment Clause Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0101V01201819
96	Loss Payee Clause Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0102V01201819
97	Broad Water Damage Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0087V01202021
98	Margin Clause Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0100V01202021
99	Dewatering expenses Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0099V01202021
100	Debris Removal for Foreign Debris Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0101V01202021
101	Salvage Disposal Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0093V01202021
102	Automatic Reinstatement Clause Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0094V01202021
103	Mould and Fungi Clause Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0095V01202021
104	Cost of Clearing Drains Clause Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0096V01202021
105	Green Clause Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0097V01202021
106	Control of Damaged Goods Add On Cover Under SFSP	IRDAN158CP0005V01201819/A0098V01202021

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

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

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

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

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

“On costs and expenses necessarily incurred by the insured

- a) In the removal of debris from the premises of the Insured;
- b) dismantling or demolishing;
- c) shoring up or propping;

of the portion or portions of the property insured by (Items..... of) this policy destroyed or damaged by perils hereby insured against but not exceeding in the aggregate Rs. ....”

Note: 1. (b)& (c) above will be deleted when neither Building nor Machinery are covered.

Note:2. The cover may be given by separate item in the policy for an amount not exceeding 10% of the total Sum Insured.

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 4. Forest Fire

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

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

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

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

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

#### 6. Spontaneous Combustion

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

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

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

#### 7. Omission to Insure additions, alterations or extensions

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

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

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

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

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

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

- 1) No liability shall attach to the insurers in respect of any Building, Machinery, Plant or other Contents while such property is otherwise insured. All new additions to Buildings and/or Machinery and Plant not specifically insured/included during the period of

the policy should be declared at the end of the year and suitable additional premium paid on pro rata basis from the date of completion of the construction /erection of additions may be suitably adjusted.

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

- 2) Other Contents' in the above clause shall mean 'Furniture and Fittings' and does not include 'Stocks'.
- 3) This clause should be incorporated at the time of issuing the policy.

#### **8. Earth quake (Fire and Shock)**

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

If option to delete STFI peril is exercised

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

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

If option to delete STFI peril is not excised

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

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

#### **Special conditions**

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

#### **9. Spoilage Material Damage Cover**

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

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

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

The following endorsement wording shall be used.

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

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

#### **SPECIAL CONDITIONS**

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

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

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

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

#### **10. Leakage and Contamination Cover**

##### **SCOPE**

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

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

##### **ENDORSEMENTS**

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

##### **(A) WHERE LEAKAGE AND CONTAMINATION COVER IS GRANTED:**

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

PROVIDED always that this policy does not cover:

- a) Loss by Contamination through Improper Handling or Controls by Insured's own Employees;
- b) Loss resulting from loss of use, loss of earnings, delay or loss of markets or other consequential or indirect loss or damage of any kind or description whatsoever;



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

**(B) WHERE LEAKAGE COVER ALONE IS GRANTED:**

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

PROVIDED always that this policy does not cover:

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

**SPECIAL CONDITIONS: (Applicable to A and B)**

- I. The cover under this endorsement shall attach only on or after the receipt of the insured subject matter in land tanks as described in the policy and subject to lodgment with the company by Insured of a certificate obtained by them at their own expense from a competent approved and independent agency/surveyor as to the purity and quality of the subject matter herein insured.
- II. Before the commencement of pumping and/or decanting operations, the Insured shall arrange at their own expense sampling and quality / purity certification by competent, approved and independent agency / surveyor for such distinct lot, batch or tank load ex-ocean vessel of insured subject matter and shall pump /decant only such material as is pure and without contaminants.
- III. The insured shall at their own expense arrange inspection and certification from competent approved and independent agency/ surveyor as to the cleanliness and fitness of the pipe lines, pumping equipment and the receiving land tanks to carry and/or receive the insured subject matter, prior to the commencement of pumping, decanting, receiving and/or storage operations. Such certification as mentioned above should, inter alia, confirm that the pumping, carrying and storage equipment facilities and tanks are free from impurities, contaminants and/or residue or left-overs from previous use of equipment, facilities or storage tanks. As concerning the receiving land tanks an initial certificate of fitness to receive and store the insured material shall be deemed to satisfy the above condition in so far as such tanks are concerned. However, a fresh certification as mentioned above would be required in the event of the said tanks being empty and fresh stocks are subsequently pumped/decanted in during the period of this insurance.
- IV. In case of loss to property insured hereunder, the basis of adjustment shall be the market value at the time and place of loss.
- V. It is understood and agreed that all loss or damage to property occurring during any one period of seventy-two consecutive hours during the period of this policy directly caused by earthquake shock

shall be deemed to have been caused by single earthquake and therefore to constitute one loss for the purpose of this policy, the Insured shall select a time from which any such period shall commence but no two such selected periods shall overlap.

- VI. All salvage recoveries and payments recovered or received subsequent to a loss settlement under this policy shall be applied as if recovered or received prior to the said settlement and all necessary adjustment shall be made by the parties hereto.
- VII. If any breach of a clause or condition in this contract or policy of insurance shall occur prior to a loss under this Policy, such breach shall not void the policy nor avail the company to avoid the liability unless such breach shall exist at the time of such a loss under this contract or policy, it being understood that such breach of a clause or condition is applicable only to the specific property to which the condition or clause has reference and in respect of which such breach occurred.
- VIII. Each claim for loss or damage shall be adjusted separately and each claim is subject to an excess of 1% on each tank with a minimum of Rs. 60,000/- each loss.
- IX. If the property hereby insured shall at the time of the operation of a peril insured hereunder, be collectively of greater value than the sum insured thereof, then the insured shall be considered as being his own insurer for the difference and shall bear a rateable proportion of the loss accordingly. Every item, if more than one, of the policy shall be separately subject to this condition

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

#### **11. Temporary Removal of Stocks Clause**

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

#### **12. Loss of Rent Clause**

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

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

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

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

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

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

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

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

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

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

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

**SPECIAL CONDITIONS:**

1. This insurance shall apply subject to the condition that the PREMISES occupied by the insured, whether as owner or tenant, forms part of a building not being "Kutcha" Construction.
2. If the area of alternative accommodation taken by the insured is more than the area of the PREMISES occupied by the insured, the additional rent borne by the insured for the purpose of this insurance shall be deemed to be that proportion of the additional rent actually borne by the insured as the area of the PREMISES which was in the insured's occupation bears to the area of the alternative accommodation taken by the insured. The insured shall be at liberty to take alternative accommodation in any locality so long as it is within the Municipal limit of the city or town in which the PREMISES is situated.

**EXPLANATION**

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

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

#### 14. Start-up Expenses

Policy may be extended subject to the following endorsement wordings:

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

#### 15. Agreed Bank Clause

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

"It is hereby declared and agreed: -

- i. That upon any monies becoming payable under this policy the same shall be paid by the Company to the Bank and such part of any monies so paid as may relate to the interests of other parties insured hereunder shall be received by the Bank as Agents for such other parties.
- ii. That the receipts of the Bank shall be complete discharge of the Company therefor and shall be binding on all the parties insured hereunder.  
N.B: The Bank shall mean the first named Financial Institution/ Bank named in the policy.
- iii. That if and whenever any notice shall be required to be given or other communication shall be required to be made by the Company to the insured or any of them in any manner arising under or in connection with this policy such notice or other communication shall be deemed to have been sufficiently given or made if given or made to the Bank.
- iv. That any adjustment, settlement, compromise or reference to arbitration in connection with any dispute between the Company and the insured or any of them arising under or in connection with this policy if made by the Bank shall be valid and binding on all parties insured hereunder but not so as to impair rights of the Bank to recover the full amount of any claim it may have on other parties insured hereunder.
- v. That this insurance so far only as it relates to the interest of the Bank therein shall not cease to attach to any of the insured property by reason of operation of condition 3 of the Policy except where a breach of the condition has been committed by the Bank or its duly authorised agents or servants and this insurance shall not be invalidated by any act or omission on the part of any other party insured hereunder whereby the risk is increased or by anything being done to upon or any building hereby insured or any building in which the goods insured under the policy are stored without the knowledge of the Bank provided always that the Bank shall notify the Company of any change of ownership or alterations or increase of hazards not permitted by this insurance as soon as the same shall come to its knowledge and shall on demand pay to the Company necessary additional premium from the time when such increase of risks first took place and
- vi. It is further agreed that whenever the Company shall pay the Bank any sum in respect of loss or damage under this policy and shall claim that as to the Mortgagor or owner no liability therefore existed, the Company shall become legally subrogated to all the rights of the Bank to the extent of such payments but not so as to impair the right of the Bank to recover the full amount of any claim it may have on such Mortgagor or Owner or any other party or parties insured hereunder or from any securities or funds available.

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

#### **16. Contract Price Insurance Clause**

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

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

#### **17. Designation of Property Clause:**

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

#### **18. Reinstatement Value Policies**

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

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

#### **Special Provisions**

1. The work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the insured subject to the liability of the Company not being thereby increased) must be commenced and carried out with reasonable dispatch and in any case must be completed within 12 months after the destruction or damage or within such further time as the Company may in writing allow, otherwise no payment beyond the amount which would have been payable under the policy if this memorandum had not been incorporated therein shall be made.
2. Until expenditure has been incurred by the Insured in replacing or reinstating the property destroyed or damaged the Company shall not be liable for any payment in excess of the amount which would have been payable under the policy if this memorandum had not been incorporated therein.
3. If at the time of replacement or reinstatement the sum representing the cost which would have been incurred in replacement or reinstatement if the whole of the property covered had been destroyed, exceeds the Sum Insured thereon or at the commencement of any destruction or damage to such property by any of the perils insured against by the policy, then the insured shall be considered as being his own insurer for the excess and shall bear a rateable proportion of the loss accordingly. Each

item of the policy (if more than one) to which this memorandum applies shall be separately subject to the foregoing provision.

4. This Memorandum shall be without force or effect if
  - a. the Insured fails to intimate to the Company within 6 months from the date of destruction or damage or such further time as the Company may in writing allow his intention to replace or reinstate the property destroyed or damaged.
  - b. the Insured is unable or unwilling to replace or reinstate the property destroyed or damaged on the same or another site.

#### 19. Local Authorities Clause

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

"The insurance by this policy extends to include such additional cost of reinstatement of the destroyed or damaged property hereby insured as may be incurred solely by reason of the necessity to comply with the Building or other Regulations under or framed in pursuance of any act of Parliament or with Bye-laws of any Municipal or Local authority provided that

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

**20. Escalation Clause**

The following Clause shall be used:

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

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

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

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

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

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

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

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

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

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

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

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

**23. Floater Clause**

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

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

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

**24. Declaration Clause**

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

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

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

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

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

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

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

2. The basis of value for declarations shall be the market value and any loss hereunder shall be settled on the basis of the Market Value immediately anterior to the loss.
3. If at the time of any loss, there be any subsisting insurance or insurances on other than a declaration basis, whether effected by the Insured or by any other person or persons, covering the stocks hereby insured, this policy shall apply only to the excess of the value of such stocks at the time of the loss over the Sum Insured by such other insurance or insurances, and this Company shall not be liable to pay or contribute more than that proportion of such loss which such excess (or, if there be other declaration insurances covering the same stocks, a rateable proportion of such excess) but not exceeding the Sum Insured hereby, bears to the total value of the stocks.
4. If after the occurrence of a loss it is found that the amount of the last declaration previous to the loss is less than the amount that ought to have been declared, then the amount which would have been recoverable by the Insured shall be reduced in such proportion as the amount of the said last declaration bears to the amount that ought to have been declared.
5. Notwithstanding the occurrence of loss it is understood that the Sum Insured will be maintained at all times during the period of the policy and the Insured therefore undertakes to pay extra premium on the amount of any loss pro rata from the date of such loss to the expiry of the period of insurance, the premium being calculated at the rate applicable to the stocks destroyed and such extra premium shall not be take into account in, and shall be distinct from, the final adjustment of premium.
6. In event of this policy being cancelled by the Insured during its period (whether stocks exist or not) the premium to be retained by the Company shall be the appropriate short period premium



calculated on the average amount insured up to the date of concealment, or 50% of the provisional premium whichever is greater. Notwithstanding the above, if the policy is cancelled by the insured after a loss has occurred, the premium to be retained by the company shall be the PRO RATA proportion of the premium calculated on the average amount insured up to the date of cancellation plus the PRO RATA proportion of the premium from the date of loss to the expiry of the period of insurance on the amount of loss paid, or 50% of the provisional premium whichever is greater.

7. The maximum liability of the Company shall not exceed the Sum Insured hereby and premium shall not be receivable on value in excess thereof. The Sum Insured may, however, be increased by prior agreement with the Company in which event the new Sum Insured and the date from which it is effective will be recorded on the policy by endorsement. In the event of an increase in the Sum Insured being agreed to, the Company shall charge on such increased sum an additional provisional premium on a basis proportionate to the unexpired period of the policy and upon expiry of each period of insurance the total provisional premium so paid shall be adjusted as provided for in Clause 1 above. If during the period of the policy, the rate for the class of risk to which the insurance applies is revised, and an increase in the Sum Insured under a Declaration Policy is agreed to, the Company shall charge on such increased sum an additional provisional premium on a basis proportionate to the unexpired period of policy, at the rate at which the insurance was originally effected and upon expiry of each period of insurance the total provisional premium so paid shall be adjusted as provided for in Clause 1 above.
8. If the stocks hereby insured shall at the time of loss be collectively of greater value than the Sum Insured thereon, then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable proportion of the loss accordingly. Every item, if more than one, on stock shall be separately subject to this condition.
9. It is warranted that every other policy on a declaration basis covering the stocks insured hereby shall be identical in wording with this policy.
10. This insurance is subject in all respects to the printed conditions of the policy except in so far as they may be varied by the above conditions.

#### **25. Voluntary Deductible Clause**

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

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

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

#### **26. Floater Declaration Clause**

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

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

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

Also:

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

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

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

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

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

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

2. The basis of value for declarations shall be the market value and any loss hereunder shall be settled on the basis of the Market Value immediately anterior to the loss.
3. If at the time of any loss, there be any subsisting insurance or insurances on other than a declaration basis, whether effected by the insured or by any other person or persons, covering the stocks hereby insured, this policy shall apply only to the excess of the value of such stocks at the time of the loss over the Sum Insured by such other insurance or insurances, and this Company shall not be liable to pay or contribute more than that proportion of such loss which such excess (or, if there be other declaration insurances covering the same stocks, a rateable proportion of such excess) but not exceeding the Sum Insured here, bears to the total value of the stocks.
4. If after the occurrence of a loss it is found that the amount of the last declaration previous to the loss is less than the amount that ought to have been declared, then the amount which would have been recoverable by the Insured shall be reduced in such proportion as the amount of the said last declaration bears to the amount that ought to have been declared.
5. Notwithstanding the occurrence of loss it is understood that the Sum Insured will be maintained at all times during the period of the policy and the Insured therefore undertakes to pay extra premium on the amount of any loss pro rata from the date of such loss to the expiry of the period of insurance, the premium being calculated at the rate applicable to the stocks destroyed and such extra premium shall not be take into account in and shall be distinct from, the final adjustment of premium.

6. In event of the policy being cancelled by the Insured during its policy period (whether stocks exist or not) the premium to be retained by the company shall be the appropriate short period premium calculated on the average amount insured up to the date of concealment, or 80% of the provisional premium whichever is greater. Notwithstanding the above, if the policy is cancelled by the insured after a loss has occurred, the premium to be retained by the company shall be the PRO RATA proportion of the premium calculated on the average amount insured up to the date of cancellation plus the PRO RATA proportion of the premium from the date of loss to the expiry of the period of insurance on the amount of loss paid, or 80% of the provisional premium whichever is greater.
  7. The maximum liability of the company shall not exceed the sum Insured hereby and premium shall not be receivable on value in excess thereof. The sum Insured may, however, be increased by prior agreement with the Company in which event the new sum Insured and the date from which it is effective will be recorded on the policy by endorsement. In the event of an increase in the sum Insured being agreed to, the company shall charge on such increased sum an additional provisional premium on a basis proportionate to the unexpired period of the policy and upon expiry of each period of insurance the total provisional premium so paid shall be adjusted as provided for in Clause 1 above. If during the period of the policy, the rate for the class of risk to which the insurance applied is revised, and an increase in the Sum Insured under a Declaration Policy is agreed to, the company shall charge on such increased sum an additional provisional premium on a basis proportionate to the unexpired period of policy, at the rate at which the insurance was originally effected and upon expiry of each period of insurance the total provisional premium so paid shall be adjusted as provided for in Clause 1 above.
  8. If the stocks hereby insured shall at the time of loss be collectively of greater value than the Sum Insured thereon, then the Insured shall be considered as being his own insurer for the difference and shall bear a ratable proportion of the loss accordingly. Every item, if more than one, on stock shall be separately subject to this condition.
  9. It is hereby warranted that every other policy on a declaration basis covering the stocks insured hereby shall be identical in wording with this policy.
  10. This insurance is subject in all respects to the printed conditions of the policy except in so far as they may be varied by the above conditions.
- 27. 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**

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

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

9. loss or damage caused by vandals or other persons acting maliciously or by way of protest or strikes, labour unrest 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.

### ADDITIONAL ENDORSEMENT & CLAUSES

#### **28. Molten Material Spillage**

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

The Indemnity provided under this extension, is limited to INR \_\_\_\_\_ in respect of any one occurrence and INR \_\_\_\_\_ during the Period of Insurance

This Extension will be subject to an additional Excess of INR \_\_\_\_\_.

#### **29. Decontamination and Cost of Clean Up Expense**

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

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

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

#### **30. Expediting Costs**

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

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

#### **31. Protection and Preservation of Property**

This Extension covers:

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

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

### **32. Contract Works**

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

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

### **33. Sprinkler Up-Grading Costs**

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

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

### **34. Expenses for Loss Minimization**

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

### **35. Claim Preparation Costs**

In consideration of the premium paid, and subject to the Exclusions, Conditions and Limitations of the Policy to which this Extension is attached, this Policy is extended to cover the actual costs incurred by the Insured of reasonable fees payable to the Insured's accountants, architects, auditors, engineers, or other professionals and the cost of using the

Insured's employees, for producing and certifying any particulars or details contained in the Insured's books or documents, or such other proofs, information or evidence required by the company resulting from insured loss payable under this Policy for which the company have accepted liability.

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



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

### **36. Cost of Re-Writing Records**

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

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

### **37. Brands and Trademarks**

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

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

### **38. Obsolete Parts**

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

### **39. Deliberate Damage**

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

Consequential losses are however excluded.

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

### **40. Sue And Labour Clause**

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

saving and preserving Property Insured in case of loss or damage be considered a waiver or an acceptance of abandonment.

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

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

#### **41. Accidental Damage Cover**

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

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

1. Loss, destruction or damage to bullion or unset precious stones, any curios or works of art, manuscripts, plans, drawings, securities, obligations or documents of any kind, stamps, coins or paper money, cheques, books of accounts or other business books, computer system records, explosives unless otherwise expressly stated in the Policy Schedule / Certificate of Insurance.
2. Loss, destruction or damage to the insured property premises caused by change of temperature.
3. Loss or damage by spoilage resulting from the retardation or interruption or cessation of any process or operation caused by operation of any of the perils covered.
4. Damage to belts, ropes, chains, rubber tyres, dies, moulds, blades, cutters, knives or exchangeable tools, engraved or impression cylinders or rolls, object made of glass, porcelain, ceramics, all operating media (e.g. lubricating oil, fuel, catalyst, refrigerant etc.) felts, endless conveyor belts or wires, sieves, fabrics, heat resisting and anti-corrosive lining and parts of similar nature, packing material, parts not made of metal (except insulating material) and non-metallic lining or coating or metal parts, unless caused by fire, 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.

#### **42. New Location Cover**

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

#### **43. Property Under Care Custody and Control**

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

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

#### 44. Immediate Repairs

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

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

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

#### 45. Pair and Set/Consequential Reduction in Value

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

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

#### 46. Fire Extinguishing / Fighting Expenses

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

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

#### 47. Civil Authority

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

Subject to the limit of Sum Insured property which is insured under this Policy of Insurance is also covered against the risk of damage or destruction by civil authority during a conflagration and for the purpose of retarding the same provided that neither such conflagration nor such damage or destruction

is caused or contributed to by war, invasion, revolution, rebellion, insurrection or warlike operations as more fully described in General Exclusions applicable to all Sections.

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

#### **48. Involuntary Betterment**

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

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

Provided always that:

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

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

#### **49. Damage to Building (Occasioned by Theft)**

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

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

Notwithstanding anything herein stated to the contrary, it is hereby declared and agreed that the cover provided under this policy shall extend to cover damage to the premises for which the insured is responsible by burglary, housebreaking or robbery or any attempt threat, provided there is visible evidence of forcible and violent entry into or exit from the premises and provide that the liability of the company shall not exceed in aggregate the sum mentioned in your Policy Schedule / Certificate of Insurance.

#### **50. Errors & Omissions**

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

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

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

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

#### **51. Minor Works**

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

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

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

#### **52. Undamaged Foundations**

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

#### **53. Capital Additions**

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

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

(a) any buildings, machinery and other equipment acquired or operated by or held in the care, custody or control of the insured after the inception of this Policy of Insurance and not included in The Schedule; (b) any additions or extensions to Property Insured which have been carried out after the inception of this Policy of Insurance collectively referred to as "capital additions".

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

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

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

#### **54. New Acquisitions**

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

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

#### **55. Undamaged Stock and Loss on Re Sale**

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

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

**56. Smoke Damage Extension**

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

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

**57. Accidental Discharge of Gas Flooding Systems**

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

**58. Contamination and Co-mingling of stocks**

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

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

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

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

**60. Seasonal Enhancement of Stocks Cover**

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

**61. Goods and Stocks undergoing any heating or drying process**

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

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

**62. Outbuilding Clause**

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

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

**63. Damages to Underground Services**

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

**64. Landscaping Cost**

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

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

**65. Duty Liability**

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

**66. Accounts Receivable**

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

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

**67. Property of Employees and Visitors/Personal Effects**

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

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

**68. Property Outside/Away From the Premises**

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

**69. Tenants Improvement**

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

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

**70. Shutdown Expenses**

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

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

**71. Waiver of Subrogation**

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

**72. Trace and Access**

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

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

**73. Waiver of Underinsurance**

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

**74. Deferred Payments**

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

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

There is no liability under this policy for loss:

1) Pertaining to products recalled including, but not limited to the costs to recall, test or to advertise such recall by the insured.



- 2) From theft or conversion by the buyer of the property after the buyer has taken possession of such property.  
 3) To the extent the buyer continues payments. 4) Not within the territory of this policy.

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

#### **75. Archives**

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

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

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

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

It is hereby understood and agreed, subject otherwise to the terms, conditions and exclusions of the Policy and endorsed hereon, that loss of or damage to catalysts and consumable materials including lining and refractory in the course of process are covered to a maximum limit as specified in the Schedule. This extension also covers loss and/or damage of catalysts due to its sudden poisoning /deactivation by a cause not excluded under the policy.

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

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

#### **77. Plans, Documents and Computer Systems Records**

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

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

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

#### **78. Exhibition, Exposition, Fair or Trade Show**

It is hereby understood and agreed, subject otherwise to the terms, conditions and exclusions of the Policy and endorsed hereon, that The Company will pay to the Insured for direct physical loss of or damage caused by a peril mentioned below to property insured situated on the

premises of any exhibition, exposition, fair or trade show unless such property is otherwise more specifically insured. The scope of coverage will be within the Territorial scope of this policy.

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

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

#### **79. Lawns, Plants, Shrubs or Trees**

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

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

#### **80. Tenant's Liability**

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

Provided that: -

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

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

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

#### **81. Unrepaired Damage**

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

incurred by the Insured had the Insured repaired the damage item or reasonable amount equivalent to reduced life of damaged item.

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

## **82. Burglary, Housebreaking & Robbery Cover**

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

### **Special Exclusions applicable to this Cover:**

We shall not be liable in respect of:

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

13. Loss or damage caused by use of key to the Insured Property or any duplicate key belonging to the Insured, unless such key has been obtained by assault or violence or any threat thereof.

### **83. Theft & Larceny Cover**

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

#### **Special Exclusions applicable to this Cover:**

We shall not be liable in respect of:

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

### **84. Seventy-Two Hours Clause**

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

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

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

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

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

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

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

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

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

### **Flood**

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

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

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

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

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

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

### **86. Multiple Insured Clause**

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

**87. Payments on Account**

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

**88. Non-Vitiation Clause**

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

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

**89. Nominated Loss Adjusters**

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

**90. Non-Invalidation**

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

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

**91. Primary and Non-Contributory**

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

**92. Vehicle Load Clause**

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

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

**93. Un-Occupancy Clause**

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

**94. Leak search / finding cost Clause**

It is hereby agreed and declared that notwithstanding anything to the contrary in this policy or in any of its conditions in addition to indemnifiable costs of repair or replacement the company will indemnify the insured for the cost and expenses necessarily and reasonably incurred in locating and obtaining access to any part or parts of the insured property in order to locate and repair leaks or other damages.

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

**95. Obsolete equipment Clause**

It is hereby agreed and declared that notwithstanding anything to the contrary in this policy or in any of its conditions endorsed hereon that the value of Insured Property shall be determined as the cost of repairs or replacement with new, like kind and of similar quality at the time and place of loss. However, should the property be technologically obsolete or unavailable because it is no longer in production, and should the property be actually replaced by another system/ property, then the Insurer shall be liable for the replacement cost as new of equipment including connected accessories and peripherals which will at least perform substantially the same functions as the original equipment.

The Company shall not deduct towards accessories and peripherals (other than salvage value if any) rendered redundant although not damaged by the insured perils arising out of replacement by new property/ system. The liability of the Company shall not be reduced by any amount of betterment inherent in the design of such functionally equivalent equipment. However, the indemnification shall not exceed the value insured for the system/ equipment replaced.

**96. Loss Payee Clause**

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

**97. Broad Water Damage Add On Cover Under SFSP**

In consideration of payment of additional premium, it is hereby declared and agreed that notwithstanding what is stated in the Policy or any endorsements to the contrary, the insurance under this Policy shall extend to include loss or damage caused by:

1. 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;
2. Breakage of/or leakage from street water supply, mains or fire hydrants.

Provided that:

- a) The Insured undertakes to exercise all ordinary and reasonable precautions for the maintenance and safety of the property;
- b) All conditions of this Policy shall apply (except insofar as they maybe hereby expressly varied) and that any reference therein to loss or damage by fire shall be deemed to apply to loss or damage as aforesaid.
- c) The liability of the Company under this endorsement shall in no case exceed the Sum Insured on each item of the Policy or the Limit as stated in the Policy Schedule.

**98. Margin Clause Add On Cover Under SFSP**

It is hereby understood and agreed, subject otherwise to the terms, conditions and exclusions of the Policy and endorsed hereon, that no adjustment shall be made unless the values reported represent an increase of more than 10% (or unless otherwise more specifically mentioned in the Policy Schedule) from the initial values reported. This is to include fluctuations, which may occur in the values of property under the Policy which are automatically held covered.

The additional premium shall be payable on pro-rata basis for the unexpired term of the policy, when the fluctuation is more than 10% (or the percentage specifically agreed and mentioned in the Policy Schedule) of the initial values reported and mentioned in the Policy Schedule.

**99. De watering Expenses Add On Cover Under SFSP**

On payment of additional premium, it is hereby declared and agreed that the Policy covers costs and expenses necessarily and reasonably incurred for dewatering, including shafts and underground following an event which is not specifically excluded hereunder.

The liability of the Insurer shall not exceed the Limit stated in your Policy Schedule.

**100. Debris Removal for Foreign Debris Add On Cover Under SFSP**

It is, in furtherance to the existing terms and conditions, agreed that, basis payment of appropriate additional premium amount by the Insured, this Policy includes the cost and expenses of clearing debris including foreign debris, including the cost of clean-up, after loss, destruction or damage by an insured peril, including but not limited to the costs and expenses actually incurred in the necessary dismantling, removal, demolition, shoring up or propping, clearance of drains and sewers, temporary boarding up, so destroyed or damaged, including undamaged portions and the removal of debris (including the removal of Contents, whether damaged or undamaged), up to limits mentioned in the Policy Schedule provided that:

- i. Such costs are not recoverable under any other policy of insurance;
- ii. No liability is assumed for the expense of removal of any Property Insured or part thereof, the removal of which is required by law;

Provided that this Policy does not insure against the costs of decontamination or removal of water, soil or any other substance on or under the Premises.

It is condition precedent to recovery, under this extension, that the Insurer shall have paid or agreed to pay for direct loss or damage to the Property Insured, unless such payment is precluded solely by the operation of any deductible.

**101. Salvage Disposal Add On Cover Under SFSP**

The insurer agrees to indemnify the insured against any necessary and reasonable cost incurred by insured in destruction / safe disposal of an insured item, damaged by a cause not otherwise excluded, in terms of regulations applicable for such disposal. This is subject to the condition that the material damage claim is otherwise admissible under the policy and the underwriter's liability will not exceed the amount mentioned in your policy schedule for any one event/in aggregate

**102. Automatic Reinstatement Clause Add On Cover Under SFSP**

On payment of additional premium, it is hereby declared and agreed that subject to the Insurance Limits as stated in the Policy 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 any Property Insured or Business Interruption arising is automatically reinstated as and from the date of the Damage.

**103. Mould and Fungi Clause Add On Cover Under SFSP**

- A. This policy only insures damage to property insured, by mould, mildew, fungus or spores when directly caused by damage to property insured during the Policy Period by causes not excluded under this Policy.



This coverage is subject to all limitations of the policy and in addition to the following specific limitation: The insured must report to the insurer the existence and cost of the damage by mould, mildew, fungus or spores as soon as practicable, but no later than the time mentioned in the Policy Schedule, after the peril not excluded under the Policy has first caused damage to such insured property during the Policy Period. This Add-On does not insure any damage by mould, mildew, fungus or spores first reported to the insurer after the time period mentioned above.

This Add-On Cover is subject to the Sub-Limit and Deductible as mentioned in the Policy Schedule.

#### **104. Cost of Clearing Drains Clause Add On Cover Under SFSP**

It is hereby understood and agreed, subject otherwise to the terms, conditions and exclusions of the Policy and endorsed hereon, that this Policy extends to cover any expense necessarily incurred by the Insured in the clearing of drains within the surrounding premises within distance mentioned in the Policy Schedule, of Insured premises as a consequence of property insured by this policy being destroyed or damaged by fire or by any other perils hereby insured against.

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

#### **105. Green Clause Add On Cover Under SFSP**

It is hereby understood and agreed, subject otherwise to the terms, conditions and exclusions of the Policy and endorsed hereon, that the insurance by this Policy extends to cover additional costs necessarily and reasonably incurred with the Company's consent in rebuilding or repairing Buildings at the Premises in a manner that aims to reduce potential harm to the environment by improving energy efficiency following Damage as insured by this Section.

The Company will not indemnify under this Clause in respect of

1. the additional cost of complying with any Indian legislation, Act of Parliament, or byelaws of any public authority;
2. any additional costs for work already planned to be carried out prior to the Damage;
3. any Buildings or portions of Buildings which are unoccupied;
4. if the Insured elect not to rebuild or repair the Buildings.

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

#### **106. Control of Damaged Goods Add On Cover Under SFSP**

This Policy gives control of physically damaged property as follows:

1. The Insured will have full rights to the possession and control of damaged property in the event of insured physical damage to such property provided proper testing is done to show which property is physically damaged.
2. The Insured using reasonable judgment will decide if the physically damaged property can be reprocessed or sold.
3. Property so judged by the Insured to be unfit for reprocessing or selling will not be sold or disposed of except by the Insured, or with the Insured's consent.
4. Any salvage proceeds received will go to the:
  - a. Company at the time of loss settlement; or

Insured if received prior to loss settlement and such proceeds will reduce the amount of loss payable accordingly.

## Section 2 - Digit Consequential Loss (Fire) Insurance (Commercial)

### 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
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**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 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.

#### **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.

#### **Additional Add-ons**

<b>Sr. No</b>	<b>Name of Add-On/Clauses/Endorsements</b>	<b>UIN</b>
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.

### **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 -----
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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**

23.loss by seizure or legal or illegal occupation;

24.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;

25.loss or damage arising from acts of contraband or illegal transportation or illegal trade;

26.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;

27.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;

28.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;

29.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;

30.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;

31.loss or damage caused by vandals or other persons acting maliciously or by way of protest or strikes, labour unrest or riots;

32.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;

33.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;

34.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;

35. loss or increased cost as a result of threat or hoax;
36. 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;
37. loss or damage caused by mysterious disappearance or unexplained loss;
38. 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;
39. total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind;
40. Any loss due to fines or damages for breach of contract, or penalties of whatever nature;
41. Any infidelity, fraudulent, dishonest or criminal act by any director, officer or trustee of the Insured whether acting alone or in collusion with others;
42. 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.
43. 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;
44. 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
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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

- a. are regularly serviced by qualified personnel of the manufacturer or supplier,
- b. are kept under supervision by trained personnel,
- c. 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

- a. and the alarm and switch-off devices are maintained by qualified personnel of the manufacturer or supplier at least every six months;
- b. is equipped with independent sensors to monitor temperature and humidity, to detect smoke and to release visual and acoustical alarms;
- c. is kept under supervision by trained personnel who are able to take all loss prevention measures necessary in the event of an alarm;
- d. 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 15 - 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 16 - 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 17 - 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.