

## Digit Sign Board Protect Policy

UIN: IRDAN158RP0003V01202021

### 1. PREAMBLE

The proposal and declaration provided by You to Us, Go Digit General Insurance Limited (hereinafter called the "Company"), forms the basis of this insurance and having received Your premium, We are happy to issue this policy to You and indemnify You against the insured perils occurring during the Policy Period stated in the Policy Schedule or during any further Period for which the Company may accept payment for the renewal or extension of this Policy.

### 2. DEFINITION

1. **Accidental** means a fortuitous event or circumstance that is sudden, unexpected and unintentional.
2. **Bodily Injury** means physical injury, illness or disease of or to any third party.
3. **Business** means the business of the Insured as stated in the Policy Schedule and no other.
4. **Claim** means a claim under an Operative clause in respect of an insured event that has taken place against which the Insured has made a demand for payment.
5. **Compensation** means monies paid or agreed to be paid by judgment or settlement for Third Party Death, Bodily Injury and/or Property Damage.
6. **Deductible or Excess** means the amount stated in the Policy Schedule, which shall be paid first by the Insured in respect of each and every claim made under this Policy.
7. **Frames and frameworks** mean a structure; the immediate purpose of which is the enclosure or support of Sign Board.
8. **Glow Sign** means frame made of wood/Iron/plastic or any other material, on which advertisements are either affixed as a plastic sheet or painted on glass. The frame has bulbs/ tube lights/CFLs inside or outside the frame which glow by use of electricity.
9. **Hoarding** means a frame made of wood/Iron/plastic or any other material on which advertisements are either affixed or painted, and which does not have any internal electricity mechanism for glowing.
10. **Insured Premises or Location** means the place or location named in the Policy Schedule.
11. **Neon Signs** are electric signs lighted by long luminous gas-discharge tubes that contain rarefied neon or other gases and have a frame made of wood/Iron/plastic or any other material used for displaying advertisement.
12. **Policy Period** means the Period commencing from Policy Start Date and time as specified in the Policy Schedule and terminating at Policy End Date and time as specified in the Policy Schedule to this Policy.
13. **Policy** means the Proposal, Policy Wording, the Policy Schedule and Applicable Endorsements under the Policy. The Policy contains details of the extent of cover available to the Insured, the Exclusions under the Cover and the Terms, Conditions, Warranties, Deductible, Co-payment and Limitations.
14. **Policy Schedule** means the schedule and parts thereof, and any other annexure(s) appended, attached and/or forming part of this Policy.
15. **Property Damage** means Actual physical damage to tangible property belonging to any third party.

16. **Sign Board** means advertising display, Hoardings, Glow Signs, Neon Signs, LED signs, LCD signs, any digital signs, any sort of display intended to convey information and described in the Policy Schedule.
17. **Sum Insured** means the amount stated in the Policy Schedule, which shall be the Company's maximum liability under this Policy (regardless to the total number or amount of claims made) for any one claim and in aggregate for all claims during the Policy Period.
18. **Theft** shall mean intending to take dishonestly any Sign Board out of the possession of the Insured without consent with the intention of permanently depriving the Insured of such Sign Board.
19. **We, Us, Our(s), Digit, Company, Insurer** means Go Digit General Insurance Limited.
20. **You, Your(s), Insured** means the Person named in the Policy Schedule.

### 3. OPERATIVE CLAUSE

We hereby agree, subject to the terms, conditions, warranties, deductibles and exclusions herein contained, or endorsed or otherwise expressed hereon, to indemnify You up to the Sum Insured or Limit of Liability mentioned in Your Policy Schedule against loss or damage and/or liability suffered or occurring during the Policy Period and covered in the following Sections, provided always that the liability of the Company shall in no case exceed:

- **For Section I – Loss of or Damage to Sign Board:** The Sum Insured on each item or on the whole the Total Sum Insured mentioned in the Policy Schedule.
- **Section II – Third Party Liability:** Limit of Liability for any one Accident and in Aggregate mentioned in the Policy Schedule.

#### 1. SECTION I: LOSS OF OR DAMAGE TO THE SIGN BOARD

Under this Section, We will pay up to the Sum Insured, as per the Sum Insured basis opted by You, for any loss of or damage to the Sign Board mentioned in the Policy Schedule fixed at the Insured Premises or Location arising out of the below mentioned perils:

- a) Accidental External Means
- b) Fire, Lightning, External Explosion
- c) Riot, strike, malicious damage
- d) Earthquake (fire and shock), subsidence and landslide (including rockslide) damage, flood, storm, cyclone, volcanic eruption, typhoon, hurricane, tornado, or other convulsion of nature or atmospheric disturbances.
- e) Theft of whole Sign Board

Provided always that such loss or damage has occurred during the Policy Period mentioned in the Policy Schedule or during any further Period for which We may accept payment for the renewal or extension of this Policy and by a cause not excluded under this Policy.

If We have admitted a claim under "Section I – Loss of or Damage to the Sign Board" of this Policy, We will also pay reasonable expenses necessarily incurred in connection with the following:

- a. Boarding up or temporary glazing pending replacement of the Sign Board;
- b. Replacing alarm, foil, lettering, painting, embossing, silvering or other ornamental work on glass following damage to such Sign Board;

- c. Installation Costs.
- d. Removal of Debris.

Provided always that, Our liability will not exceed the Limits specified against each of the above items or the Total Sum Insured mentioned in the Policy Schedule, in respect of any one event and in aggregate for all occurrences during the Policy Period.

**Specific Exclusion applicable to Section I:**

We are not liable to make any payment under this Section in respect of following, unless specifically agreed and mentioned in Your Policy Schedule:

1. The fusing or burning out of any bulbs and/or tubes arising from short-circuiting or arcing or any other mechanical or electrical breakdown or faults.
2. Mechanical or Electrical Breakdown failures or breakages and/or over-running, over-heating, over-loading or strain.

**A. Sum Insured Basis Options applicable to Section I – Loss of or Damage to the Sign Board:**

The Sum Insured opted by You at Inception or Renewal shall be as per one of the following basis mentioned in Your Policy Schedule:

**a) Market Value Basis**

Sum Insured on Market Value Basis shall represent the cost of replacement on the first day of Policy Period of similar Sign Board less depreciation for age, usage and condition.

**b) Replacement Value Basis**

Sum Insured on Replacement Value Basis shall not be less than the cost of replacement as if such Sign Board(s) were replaced on the first day of Policy Period which shall mean the cost of replacement of the Sign Board by a new Sign Board in a condition equal to but not better or more extensive than its condition when new. No depreciation for age, usage and condition should be taken into consideration while arriving Sum Insured on Replacement Value Basis.

**B. Basis of Loss Settlement applicable to Section I – Loss of or Damage to the Sign Board:**

Based on the Sum Insured Basis Opted by You at the Policy Inception or Renewal, Partial Loss Claims for Sign Board shall be paid as below, provided that Our liability shall in no case exceed the Sum Insured stated in the Policy Schedule against each Item:

**1. PARTIAL LOSS SETTLEMENT FOR SIGN BOARD:**

**a. Partial Loss Settlement for Sum Insured Opted on Market Value Basis**

We shall pay You the Actual Repair Cost of the damage and the Cost of Replacing or Reinstating the damaged parts of the Sign Board with parts of same kind or type but not superior to or more extensive than the parts when new as on date of loss less due allowance for betterment and depreciation for age, usage and condition.

**b. Partial Loss Settlement for Sum Insured Opted on Replacement Value Basis**

We shall pay You the Actual Repair Cost of the damage and the Cost of Replacing or Reinstating the damaged parts of the Sign Board with parts of same kind or type but not superior to or more extensive than the parts when new as on date of loss.

**2. TOTAL LOSS SETTLEMENT FOR SIGN BOARD:**

Based on the Sum Insured Basis Opted by You at the Policy Inception or Renewal, Total Loss Claims for Sign Board shall be paid as below, provided that Our liability shall in no case exceed the Sum Insured Stated in the Policy Schedule against each Item:

**a. Total Loss Settlement for Sum Insured Opted on Market Value Basis**

In the event of Total Loss, We will pay You the Replacement Cost of the lost or damaged Sign Board as on Date of Loss less due allowance for betterment and depreciation for age, usage and condition.

**b. Total Loss Settlement for Sum Insured Opted on Replacement Value Basis**

In the event of Total Loss, We will pay You the Replacement Cost of the damaged Sign Board as on the Date of Loss i.e. the replacement value will be for a new Sign Board of same kind, capacity and specification excluding any allowance for betterment.

## **2. SECTION II: THIRD PARTY LIABILITY**

If You have opted for this Section, We will indemnify You for an amount for which You become legally liable to pay as Compensation, including claimant's defense costs incurred with Our prior approval, arising out of the following Occurrence during the Policy Period, subject always to the Limit of Liability mentioned in the Policy Schedule against this Section, terms, conditions, exclusions and Deductible of this Policy:

1. Third Party Bodily Injury or Death; or
2. Third Party Property Damage

Provided always that, such Bodily Injury or Death or Property Damage is solely as a result of loss of or damage to the Sign Board insured under "Section I – Loss of or Damage to Sign Board".

**Specific Exclusion applicable to Section II:**

We are not liable to make any payment under this Section in respect of following, unless specifically agreed and mentioned in Your Policy Schedule:

1. Death of or Bodily Injury to any person under contract of employment or apprenticeship of the Insured arising out of and in the course of such employment.
2. Death of or Bodily Injury to Insured's Contractors and/or Sub-Contractors, when such injury arises out of the executing of such contract.
3. Damage to property belonging to or held in trust by or in the custody or control of the Insured.

## **4. GENERAL EXCLUSIONS (Applicable to both the Sections)**

This Policy does not cover the following unless specially mentioned in the Policy Schedule and expressly insured by the Policy: -

1. For the amount of the Deductible/Excess specified in the Policy Schedule ascertained after the application of all other terms and conditions of this Policy.
2. Breakage of lettering, unless the same is accompanied by the loss, destruction, damage to the Sign Board.
3. Loss of or Damage or Breakage to frame or framework of any type unless specifically agreed and mentioned in Your Policy Schedule.
4. Any damage to the Sign Board that existed before the Policy Inception i.e. any Pre-existing damage.
5. Loss or Damage due to gradual deterioration, deformation, distortion, wear and tear, the cost of normal upkeep and normal maintenance.

6. Any loss or damage caused wilfully or knowingly by You or Your Employee or Family Member.
7. Any loss or damage in which You or any person acting on Your behalf is involved or implicated.
8. Loss due to or in any way contributed to by the Insured having knowingly permitted or caused or suffered anything to be done or not done whereby the risks hereby insured against were increased.
9. Damage arising from the Sign Board being worked upon in any manner, including but not limited to repair, cleaning, maintenance or during its removal or replacement or erection or in the course of alteration to the Insured Premises or Location.
10. Damage to the Sign Board that is not completely and securely fixed.
11. Disfiguration, scratching, cracking or chipping unless part of fracture extending through the entire thickness of the Sign Board.
12. The cost of embossing, silvering, lettering, curving or ornamental work of any kind, unless specifically disclosed, agreed and mentioned in Your Policy Schedule.
13. Confiscation or detention by the order of any Government or Public Authority.
14. Consequential losses (including but not limited to loss of profit, business interruption, market loss).
15. Legal liability of any kind, except to the extent covered under "Section II – Third Party Liability", if opted by You.
16. Any Loss or Damage or Liability arising due to defective design or workmanship by the manufacturer or supplier.
17. Loss or damage or Liability directly or indirectly arising from war (whether war be declared or not), war-like operations, invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrections, mutiny, commandeering a group of malicious persons or persons acting on behalf of or in connection with any political organisation, civil commotion, military or usurped power, seizure, capture, confiscation, arrests, restraint and/or detainment by the order of any government or any other authority.
18. Loss or damage or Liability due to ionising radiation or contamination by radioactive substance from any nuclear fuel or from any nuclear assembly or nuclear waste or from the combustion of nuclear fuel.
19. Terrorism Damage Exclusion Warranty:

Notwithstanding any provision to the contrary within this insurance it is agreed that this insurance excludes loss, 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 Your Policy Schedule.

For the purpose of this endorsement an act of terrorism means an act, 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), committed for political, religious, ideological or similar purpose including the intention to influence any government and/or to put the public, or any section of the public in fear.

The warranty also excludes 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.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

In any action, suit or other proceedings where We allege that by reason of the above provisions any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered shall be upon You.

## 5. GENERAL CONDITIONS

### 1. Notice

All notices and communications in relation to this Policy are to be sent to the Company in writing or in electronic format.

### 2. Disclosure of Information

This Policy shall be null and void and all premiums paid hereon shall be forfeited in the event of misrepresentation, misdescription or non-disclosure of any material fact in the Proposal form, personal statement, declaration and connected documents, or any material information having been withheld.

### 3. Fraud

If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or device are used by you or any one acting on your behalf to obtain any benefit under this policy, all benefits and rights under the Policy shall be forfeited.

### 4. Observance of Terms and Conditions

The due observance and fulfilment of the terms, conditions and endorsement of this Policy in so far as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers in the proposal shall be a condition precedent to any liability of the Company to make any payment under this Policy.

### 5. Reasonable Care:

The Insured shall take all the necessary steps to ensure that the Sign Board is protected against any kinds of damage or loss and shall properly maintain the Frames and Framework.

### 6. Alteration of Risk

The cover provided under this Policy shall be immediately suspended and no payment for any claim shall be made by Us, if:

- a. any alteration to the situation or the position of the Sign Board in the Insured Premises or to the Business or to the occupancy of the Insured Premises or any material change in the facts and matters stated in the Proposal, and/or
- b. the ownership of the Sign Board passes from the Insured to any other person or entity.

Unless and until You have notified Us of such alteration or change and We have agreed in writing for the same.

### 7. Right to Inspect

You shall allow Us at any reasonable time to inspect the Sign Board, Frames or Framework and/or Insured Premises and in the event of any defect or danger being apparent, We may give written notice of the same to You whereupon the indemnity under this Policy and Our liability arising from or connected to such defect shall be suspended until such time as it is rectified by You and confirmed by Us to have been rectified to Our satisfaction.

### 8. Claim Procedure

Upon the happening of any event giving rise or likely to give rise to a claim under this policy, You shall:

- a. Immediately and in any event within 7 days, from the date of incident giving rise to a claim under this Policy, give written notice to Us to the address shown in the Policy Schedule;
- b. Take all steps within Your power to minimise the extend of loss or damage;
- c. In case of Theft or any malicious damage, lodge complaint with the Police Authorities within 24 hours of the incident and obtain First Information Report (FIR).

- d. Preserve the parts affected and make them available for inspection by Our representative or surveyor;
- e. Forward Us every letter, writ, summons in relation to Your claim as soon as You receive it.
- f. Provide Us with detailed statement in writing regarding loss or damage and any such information and documentation (in relation to the quantum of the Claim and otherwise) that We may request within 14 days from the date of incident giving rise to a claim under this Policy.
- g. Not incur any expenditure for which a claim may be made against Us without Our prior approval.
- h. In case the claim is not settled within the specified timelines, then the claimant is entitled for interest as per the rate specified in prevailing regulatory provisions.

#### **9. Condition of Average**

If the Sign Board insured shall at the time of any loss or damage be collectively of greater value than the Sum Insured thereon, You shall be considered as being Your own insurer for the difference and shall bear a rateable proportion of the loss or damage accordingly. Every item, if more than one, in the Policy, shall be separately subject to this condition.

#### **10. Indemnity**

We may at Our option reinstate, replace or repair the Sign Board lost or damaged or any part thereof instead of paying the amount of loss or damage or may join with any other insurer in so doing, but We shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and , in no case, shall We be bound to expend more in reinstatement than it would have cost to reinstate such Sign Board as it was at the time of the occurrence of such loss or damage, not more than the Sum Insured thereon.

#### **11. Reinstatement of Sum Insured after settlement of claim**

Immediately upon the happening of any loss or damage, the Sum Insured under this Policy shall be reduced by the amount of the loss or damage claimed and such reduced Sum Insured shall then represent Our maximum liability in respect of any further Claims made during the Policy Period, unless We consent, upon Your payment of any additional premium to reinstate the Sum Insured to the level available at the inception of this Policy.

#### **12. Contribution**

If at the time of happening of any loss or damage covered by this Policy there shall be existing any other insurance of any nature whatsoever covering the same, whether effected by you or not, then we shall not be liable to pay or contribute more than our rateable proportion of any loss or damage.

#### **13. Subrogation**

You shall at Our expense do and concur in doing, and permit to be done, all such acts and things as may be necessary or reasonably required by Us for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which We shall be or would become entitled or subrogated, upon its paying for or making good any loss or damage under this Policy, whether such acts and things shall be or become necessary or required before or after his indemnification by Us.

#### **14. Policy Cancellation:**

##### **Cancellation By The Insured**

The insurer shall -

- i) **For Annual Policy:** refund proportion premium for unexpired policy period, if the term of the policy is upto one year and there is no claim(s) made during the policy period.

#### **Cancellation By The Company**

Policy may be cancelled by the Company on the grounds of established fraud, by giving minimum notice of 7 (seven) days to the insured.

#### **15. Renewal Notice:**

The Company is not bound to accept any renewal premium or give notice that renewal is due. Under normal circumstances, renewal will not be refused except on the grounds of moral hazard, misrepresentation or fraud by the Insured.

The renewal premium shall be as per the rates approved by the Insurance Regulatory and Development Authority of India ("IRDAI") on the date of renewal for this product.

#### **16. Jurisdiction:**

This policy shall be governed by the laws of India and is subject to the exclusive jurisdiction of the courts of India.

#### **17. Geographical Scope:**

The geographical scope of this policy will be India.

#### **18. Grievances**

The Company is committed to extend the best possible services to its customers. However, if you are not satisfied with our services and wish to lodge a complaint, please feel free to call our 24X7 Toll free number 1800-258-5956 or you may email to the customer service desk at [hello@godigit.com](mailto:hello@godigit.com). After investigating the matter internally and subsequent closure, we will send our response.

Senior Citizens can now contact us on 1800-258-5956 or write to us at [seniors@godigit.com](mailto:seniors@godigit.com)

If Insured person is not satisfied with the redressal of grievance through one of the above methods, insured person may contact the grievance officer at [grievance@godigit.com](mailto:grievance@godigit.com)

For updated details of grievance officer, kindly refer the link:

<https://www.godigit.com/claim/grievance-redressal-procedure>

If you do not get a satisfactory response from us and you wish to pursue other avenues for redressal of grievances, you may approach Insurance Ombudsman appointed by IRDAI under the Insurance Ombudsman Scheme.

The policyholder or the claimant also has the option to register the complaint on-line at IRDAI's Bima Bharosa by visiting <https://bimabharosa.irdai.gov.in/>

Sl. No.	Office of Insurance Ombudsman	Address	Email	Landline NOs.
1	AHMEDABAD	Jeevan Prakash 6th floor Near S.V. College Relief Road Tilak Marg Ahmedabad- 380 001. Gujarat	E-mail: oio.ahmedabad@cioins.co.in	079-25501201, 079-25501202
2	BENGALURU	Jeevan Soudha Building, PID No.57-27-N-19, Ground Floor. No. 19/19 24th Main Rd. 1st Phase J.P. Nagar Bengaluru- 560 078.	Email: oio.bengaluru@cioins.co.in	080-26652048, 080-26652049
3	BHOPAL	UC of India Zonal Office Bldg. 1st Floor, South Wing, Jeevan Shikha, Opp. Gayatri Mandir 60-B Hoshangabad Road Bhopal-462 011	Email: oio.bhopal@cioins.co.in	0755-2769201, 0755-2769202, 0755-2769203, 0755-2769200

4	BHUBANESWAR	62 Forest Park, Bhubaneswar PIN -751 009.	Email: oio.bhubaneswar@cioins.co.in	0674-2596455, 0674-2596429, 0674-2596003, 2596461	0674-0674
5	CHANDIGARH	Jeevan Deep, Ground Floor LIC of India Bldg, SCO 20-27 Sector 17-A. Chandigarh -160017	E-mail: oio.chandigarh@cioins.co.in	0172-2706468, 2773101, 0172-2990938, 2706196, 0172-2707468, 2772101, 0172-2990942	0172-0172-0172
6	CHENNAI	Fatima Akhtar Court, 4th fir 453 (old 312), Anna Salai Tevnampet. Chennai 600018	E-mail: oio.chennai@cioins.co.in	044-24333668, 24333678	044-044
7	DELHI	2/2 A 1st Floor. Universal Ins. Buildina. Asaf Ali Road New Delhi- 110002.	Email : oio.delhi@cioins.co.in	011-46013992	
8	GUWAHATI	Jeevan Nivesh Bldg. 5th Floor Near Pan Bazar S.S. Road Guwahati-781001	E-mail: oio.auwahati@cioins.co.in	0361-2631307, 2632204 0361-2732937, 2632205	0361-0361
9	HYDERABAD	6-2-46 1st Floor Moin Court Lane Opp. Hyundai Showroom A. C. Guards. Lakdi-ka-pool, Hyderabad 500004	E-mail: oio.hvderabad@cioins.co.in	040-23376991, 23312122 040-23376599, 23328709	040-040
10	JAIPUR	Jeevan Nidhi II, Ground Floor Bhawani Singh Road Ambedkar Circle Jaipur - 302005.	E-mail: oio.jaipur@cioins.co.in	0141-2740363	
11	KOCHI	10th Floor LIC Bldg, Jeevan Prakash OPP Maharai College Ground M.G. Road, Ernakulam Kochi- 682011	E-mail: oio.ernakulam@cioins.co.in	0484-2358759, 2358734, 0484-2358336	0484-0484
12	KOLKATA	7th Floor of Hindustan Building (Annex). 4 CR Avenue Kolkata-700072	E-mail: oio.kolkata@cioins.co.in	033-22124339, 22124341	033-033
13	LUCKNOW	Jeevan Bhavan Phase II, 6th Floor Nawal Kishore Road, Hazratgani, Lucknow- 226001,	E-mail: oio.lucknow@cioins.co.in	0522-4002082	
14	MUMBAI	3rd Floor, Jeevan Seva Annexe, S.V.Road Santacruz West Mumbai-400 054.	E-mail: oio.mumbai@cioins.co.in	022-69038800, 69038827 /8829, 69038831/8832	022-022-022
15	NOIDA	Bhagwan Sahai Palace 4th fir, Main Road Nava Bans Sector 15 Noida-201301	E-mail: oio.noida@cioins.co.in	0120- 2514252, 2514253, 0120-4027589	0120-0120
16	PATNA	2nd Floor Lalit Bhawan Bailey Road. Patna- 800001	E-mail: oio.patna@cioins.co.in	061-22547067, 22547068	061-061
17	PUNE	3rd Floor Jeevan Darshan -LIC of India Bldg N.C. Kelkar Road Narayan Peth Pune- 411030.	Email: oio.pune@cioins.co.in	020-24471175	
18	THANE	2nd Floor Jeevan Chintamani Building, Vasantrao Naik Mahamarg, Thane (West), Thane - 400604	Email: oio.thane@cioins.co.in	022-20812868, 20812869	022-022

For updated details of Ombudsman details, request to please check Council of Insurance Ombudsmen website available on <https://www.cioins.co.in/Ombudsman>

Note: COUNCIL FOR INSURANCE OMBUDSMAN ,3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054.Tel.: 022 – 69038801/03/04/05/06/07/08/09 Email: [inscoun@cioins.co.in](mailto:inscoun@cioins.co.in)

**Terrorism Damage Cover Endorsement (Material Damage Only)**  
**(Applicable wherever Terrorism Cover is opted)**

**INSURING CLAUSE**

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

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

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

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

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

**LOSSES EXCLUDED**

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

1. loss by seizure or legal or illegal occupation;
2. loss or damage caused by:
  - i. voluntary abandonment or vacation,
  - ii. confiscation, commandeering, nationalisation, requisition, detention, embargo, quarantine, or any result of any order of public or government authority, which deprives the Insured of the use or value of its property;
3. loss or damage arising from acts of contraband or illegal transportation or illegal trade;
4. loss or damage directly or indirectly arising from or in consequence of the seepage and or discharge of pollutants or contaminants, which pollutants and contaminants shall include but not be limited to any solid, liquid, gaseous or thermal irritant, contaminant or toxic or hazardous substance or any substance the presence, existence or release of which

endangers or threatens to endanger the health, safety or welfare of persons or the environment;

5. loss or damage arising directly or indirectly from or in consequence of chemical or biological emission, release, discharge, dispersal or escape or chemical or biological exposure of any kind;
6. loss or damage arising directly or indirectly from or in consequence of asbestos emission, release, discharge, dispersal or escape or asbestos exposure of any kind;
7. any fine, levy, duty, interest or penalty or cost or compensation/damages and/or other assessment which is incurred by the Insured or which is imposed by any court, government agency, public or civil authority or any other person;
8. loss or damage by electronic means including but not limited to computer hacking or the introduction of any form of computer virus or corrupting or unauthorised instructions or code or the use of any electromagnetic weapon.  
This exclusion shall not operate to exclude losses (which would otherwise be covered under this Policy) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile;
9. loss or damage caused by vandals or other persons acting maliciously or by way of protest or strikes, labour unrest, riots or civil commotion;
10. loss or increased cost occasioned by any public or government or local or civil authority's enforcement of any ordinance or law regulating the reconstruction, repair or demolition of any property insured hereunder;
11. any consequential loss or damage, loss of use, delay or loss of markets, loss of income, depreciation, reduction in functionality, or increased cost of working;
12. loss or damage caused by factors including but not limited to cessation, fluctuation or variation in, or insufficiency of, water, gas or electricity supplies and telecommunications or any type of service;
13. loss or increased cost as a result of threat or hoax;
14. loss or damage caused by or arising out of burglary, house - breaking, looting, theft, larceny or any such attempt or any omission of any kind of any person (whether or not such act is committed in the course of a disturbance of public peace) in any action taken in respect of an act of terrorism;
15. loss or damage caused by mysterious disappearance or unexplained loss;
16. loss or damage directly or indirectly caused by mould, mildew, fungus, spores or other micro-organism of any type, nature or description, including but not limited to any substance whose presence poses an actual or potential threat to human health;
17. total or partial cessation of work or the retardation or interruption or cessation of any processor operations or omissions of any kind.

#### **LIMIT OF INDEMNITY**

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

INR 20,000,000,000, the amounts payable towards individual policies shall be reduced in proportion to the sum insured of the policies.

**EXCESS \***

**Shops & Residential Risks:**

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

**Non-Industrial Risks:**

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

**Industrial Risks:**

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

\*Whichever is applicable.

**ADD ON COVERS**

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

**MID TERM COVER**

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

**SANCTION, LIMITATION AND EXCLUSION CLAUSE**

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

**CANCELLATION CLAUSE**

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

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

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