DIGIT INDUSTRIAL ALL RISK INSURANCE POLICY
UIN: IRDAN158CP0004V02201920
PROSPECTUS

Go Digit General Insurance Ltd.

Go Digit General Insurance Ltd. ('Digit') is a new-age general insurance company that is backed by the Fairfax Group – one of the world's largest financial holding companies which is engaged in General Insurance, Reinsurance and Investment management across more than 30 countries.

Digit's singular mission is to make insurance simple for all. With that mission in mind, we are reimagining products and redesigning processes. Our products are designed keeping the consumer in mind, our processes are simple, fast and transparent & our documents are easy to understand. With the help of cutting-edge technology and people who bring in years of experience in both the insurance and technology domain, we want to be the new-age insurance company that's revolutionising the insurance industry. And by doing so, we want to be part of our consumers' lives by enabling them to live life, without worrying about an uncertain future.

Product Introduction

Factories, Industries etc. are exposed various kinds of risks. The business will bleed out its finances in case of accidents. In order to protect the prospective customers from perils like fire, lightning, act of god, earthquake etc. Digit has designed the Digit Industrial All Risk Insurance Policy, which would indemnify the customer in case of loss arising from such perils including losses due to burglary, machinery breakdown /boiler explosion and business interruption.

To whom can this Product be sold?

This Product along with add-on covers/endorsements/clauses will be sold only to industrial risks including petrochemical industries, having overall sum insured of Rs. 50 crores and above in one or more locations in India.

What is briefly covered under this policy?

The Policy covers the following:

a) Section I - Material Damage and
b) Section II - Business Interruption

and covers all risks/perils other than those which are specifically excluded.

The cover in its widest form will include the following perils/covers:

a) Fire and all Special Perils
b) Burglary
c) Machinery Breakdown/Boiler Explosion/Electronic Equipment Insurance
d) Business Interruption (Fire and all Special Perils)

The Machinery Loss of Profit cover is optional and can be included by deleting Special Exclusions 1.4, 1.5, 1.6 and 1.7 to Section II of IAR Policy.

What are the detailed coverages, exclusions, conditions and provisions under the Digit Industrial All Risk Policy?

Detailed Coverage description is as mentioned below:

SECTION I - MATERIAL DAMAGE

If any of the property insured be accidentally physically lost destroyed or damaged other than by an excluded cause during the period of insurance or any subsequent period in respect of which the insured shall have paid and the Insurer shall have accepted the premium required for the renewal of this policy, the Insurer will pay to the Insured the value of the property at the time of the happening of its accidental physical loss or destruction or damage (being hereinafter termed Damage) or at its option reinstate or replace such property or any part thereof

Provided that the liability of the Insurer in respect of any one loss or in the aggregate in any one period of insurance shall in no case exceed

i. As regards buildings, plants and machinery, furniture, fixture, fittings etc. the cost of replacement or reinstatement on the date of replacement or reinstatement subject to the maximum liability being restricted to the sum insured in respect of that category of the item under the policy.
ii. As regards stocks the market value of the same not exceeding the sum insured in respect of that category of item under the policy.

EXCLUSIONS

A. EXCLUDED CAUSES

1. This policy does not cover damage to the property insured caused by:
   a)
   (i) faulty or defective design materials or workmanship inherent vice latent defect gradual deterioration deformation or distortion or wear and tear
   (ii) interruption of the water supply gas electricity or fuel systems or failure of the effluent disposal systems to and from the premises
   unless Damage by a cause not excluded in the policy ensues and then the Insurer shall be liable only for such ensuing Damage
   b)
   (i) collapse or cracking of buildings
   (ii) corrosion rust extremes or changes in temperature dampness dryness wet or dry rot fungus shrinkage evaporation loss of weight pollution contamination change in colour flavour texture or finish action of light vermin insects marring or scratching
   unless such loss is caused directly by Damage to the property insured or to premises containing such property by a cause not excluded in the policy
   c)
   (i) Larceny
   (ii) acts of fraud or dishonesty
   (iii) disappearance unexplained or inventory shortage misfiling or misplacing of information shortage in supply or delivery of materials or shortage due to clerical or accounting error
   d)
   (i) coastal or river erosion
   (ii) normal settlement or bedding down of new structures
2. Damage caused by or arising from: -
   a) any willful act or willful negligence on the part of the Insured or any person acting on his behalf
   b) cessation of work delay or loss of market or any other consequential or indirect loss of any kind or description whatsoever
3. Damage occasioned directly or indirectly by or through or in consequence of any of the following occurrences, namely: -
   a) war invasion act of foreign enemy hostilities or warlike operations (whether war be declared or not) civil war

b) mutiny civil commotion assuming the proportions of or amounting to a popular rising military rising insurrection rebellion revolution military or usurped power

4.

(i) permanent or temporary dispossession resulting from nationalisation commandeering or requisition by any lawfully constituted authority

(ii) permanent or temporary dispossession of any building resulting from the unlawful occupation of such building by any person

provided that the Insurers are not relieved of any liability to the Insured in respect of Damage to the property insured occurring before dispossession or during temporary dispossession which is otherwise insured by this Policy

(iii) the destruction of property by order of any public authority

In any action, suit or other proceeding where the Insurer alleges that by reason of the provisions of Exclusions A3 (a) and (b) above any loss destruction or damage is not covered by this insurance the burden of proving that such loss destruction or damage is covered shall be upon the Insured.

5. Damage directly or indirectly caused by or arising from or in consequence of or contributed confiscation to by: -

a) nuclear weapons material

b) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. Solely for the purpose of this Exclusion Combustion shall include any self-sustaining process of nuclear fission.

B. EXCLUDED PROPERTY

This Policy does not cover:

1. Money cheques stamps bonds credit cards securities of any description jewellery precious stones precious metals bullion furs curiosities rare books or works of art unless specifically mentioned as insured by this policy.
2. Unless specifically mentioned as insured by this Policy goods held in trust or on commission documents manuscripts business books computer systems records patterns models moulds plans designs explosives
3.

a) vehicles licensed for road use (including accessories thereon) caravans trailers railway locomotives or rolling stock watercraft aircraft spacecraft or the like

b) property in transit other than within the premises specified in the Schedule

c) property or structures in course of demolition construction or erection and materials or supplies in connection therewith

d) land (including top-soil back-fill drainage or culverts) driveways pavements roads runways railway lines dams reservoirs canals rigs wells pipelines tunnels bridges docks piers jetties excavations wharves mining property underground off-shore property unless specifically covered.

e) livestock growing crops or trees

f) property damaged as a result of its undergoing any process

g) property undergoing testing installation including materials and supplies therefore if directly attributable to the operations of work being performed thereon unless Damage by a cause not otherwise excluded ensues and then the Insurer will be liable only for such ensuing loss

h) property more specifically insured

i) property insured if removed to any building or place other than in which it is herein stated to be insured, except machinery and equipment temporarily removed for repairs, cleaning, renovation or other similar purpose for a period not exceeding 60 days.

j) damage to property which at the time of the happening of such damage is insured by or would for the existence of this policy be insured by any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected.

GENERAL CONDITIONS

1. THIS POLICY shall be voidable in the event of mis-representation, mis-description or non-disclosure of any material particular.
2. All insurances under this policy shall cease on expiry of 7 days from the date of fall or displacement of any building or part thereof or of the whole or any part of any range of buildings or of any structure of which such building forms part.
   PROVIDED such a fall or displacement is not caused by a peril not excluded by this policy or such loss or damage would be covered if such building, range of buildings or structure were insured under this policy.
   Notwithstanding the above, the Company, subject to an express notice being given as soon as possible but not later than seven days of any such fall or displacement may agree to continue the insurance subject to revised rates, terms and conditions as may be decided by it and confirmed in writing to this effect.
3. Under any of the following circumstances the insurance ceases to attach as regards the property affected unless the Insured, before the occurrence of any loss or damage, obtains the sanction of the Company signified by endorsement upon the policy by or on behalf of the Company:-
   a. If the trade or manufacture carried on be altered, or if the nature of the occupation or other circumstances affecting the building insured or containing the insured property be changed in such a way as to increase the risk of loss or damage by Insured Perils.
   b. If the building insured or containing the insured property becomes unoccupied and so remains for a of more than 30 days.
   c. If the interest in the property passes from the insured otherwise than by will or operation of law.
4. This insurance may be terminated at any time at the request the Insured, in which case the Company will retain the premium at Customary short period rate for the time the policy has been in force. This insurance may also at any time be terminated at the option of the Company, on 15 days' notice to that effect being given to the Insured, in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation
5.
   i. On the happening of any loss or damage the Insured shall forthwith give notice thereof to the Company and shall within 15 days after the loss or damage, or such further time as the Company may in writing allow in that behalf, deliver to the Company
      a) A claim in writing for the loss or damage containing as particular an account as may be reasonably practicable of all the several articles or items or property damaged or destroyed, and of the amount of the loss or damage thereto respectively, having regard to their value at the time of the loss or damage not including profit of any kind.
      b) Particulars of all other insurances, if any.
      The Insured shall also at all times at his own expense produce, procure and give to the Company all such further particulars, plans, specification books, vouchers, invoices, duplicates or copies thereof, documents, investigation reports (internal/ external) proofs and information with respect to the claim and the origin and cause of the fire and the circumstances under which the loss or damage occurred, and any matter touching the

liability or the amount of the liability of the Company as may be reasonably required by or on behalf of the Company together with declaration on oath or in other legal form of the truth of the claims and of any connected therewith.

No claim under this policy shall be payable unless the terms of this condition have been complied with.

ii. In no case whatsoever shall the Company be liable for any loss or damage after the expiration of 12 months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration; it being expressly agreed and declared that if the Company shall disclaim liability for any claim hereunder and such claim shall not within 12 months from the date of the disclaimer have been made the subject matter of a suit in a court of law then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

6. On the happening of loss or damage to any of the property insured by this policy, the Company may –
   a. enter and take and keep possession of the building or premises where the loss or damage has happened,
   b. take possession of or require to be delivered to it any property of the Insured in the building or on the premises at the time of the loss or damage,
   c. keep possession of any such property and examine, arrange, remove or otherwise deal with the same,
   d. sell any such property or dispose of the same for account of whom it may concern

   The powers conferred by this condition shall be exercisable by the Company at any time until notice in writing is given by the insured that he makes no claim under the policy, or if any claim is made, until such claim is finally determined or withdrawn, and the Company shall not by any act done in the exercise or purported exercise of its powers hereunder, incur any liability to the Insured or diminish its rights to rely upon any of the conditions of this policy in answer to any claim.

   If the insured or any person on his behalf shall not comply with the requirements of the Company or shall hinder or obstruct the Company, in the exercise of its powers hereunder, all benefits under this policy shall be forfeited.

   The Insured shall not in any case be entitled to abandon any property to the Company whether taken possession of by the Company or not.
7. If the claim be in any respect fraudulent, or if any false declaration be made or used in support thereof or if any fraudulent means or devices are used by the Insured or any one acting on his behalf to obtain any benefit under the policy or if the loss or damage be occasioned by the wilful act, or with the connivance of the Insured, all benefits under this policy shall be forfeited.
8. If the Company at its option, reinstate or replace the property damaged or destroyed, or any part thereof, instead of paying the amount of the loss or damage, or join with any other Company or Insurer in so doing, the Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner, and in no case shall the Company be bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the time of the occurrence of such loss or damage nor more than the sum insured by the Company thereon.

   If the Company so elect to reinstate or replace any property the insured shall at his own expense furnish the Company with such plans specifications, measurements, quantities and such other particulars as the Company may require, and no acts done, or caused to be done, by the Company

with a view to reinstatement or replacement shall be deemed an election by the Company to reinstate or replace.

If in any case the Company shall be unable to reinstate or repair the property hereby insured, because of any municipal or other regulations in force affecting the alignment of streets or the construction of buildings or otherwise, the Company shall, in every such case, only be liable to pay such sum as would be requisite to reinstate or repair such property if the same could lawfully be reinstated to its former condition.

9. If the property hereby insured shall at the time of reinstatement/replacement repair following a loss or damage indemnifiable under the policy be of greater value than the Sum Insured under the policy, then the insured shall be considered as being his own insurer for the difference and shall bear a rateable proportion of loss

   Each item of the policy to which this condition applies shall be separately subject to the foregoing provision.

   Provided however that if the said Sum Insured in respect of such item(s) of the Schedule shall not be less than 85% (Eighty Five percent) of the value of the item(s) thereat, this condition shall be of no purpose and effect.
10. If at the time of any loss or damage happening to any property hereby insured there be any other subsisting insurance or insurances, whether effected by the Insured or by any other person or persons covering the same property, this Company shall not be liable to pay or contribute more than its rateable proportion of such loss or damage.
11. The Insured shall at the expense of the Company do and concur in doing, and permit to be done, all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which the Company 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 the Company.
12. If any difference shall arise as to the quantum to be paid under this policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of an arbitrator to be appointed in writing by the parties in difference, or if they cannot agree upon a single arbitrator, to the decision of two dis-interested persons as arbitrators of whom one shall be appointed in writing by each of the parties within two calendar months after having been required so to do in writing by the other party in accordance with the provision of the Arbitration Act, 1940, as amended from time to time and for the time being in force. In case either party shall refuse or fail to appoint arbitrator within two calendar months after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint sole arbitrator and in case of disagreement between the arbitrators, the difference shall be referred to the decision of an umpire who shall have been appointed by them in writing before entering on the reference and who shall sit with the arbitrators and preside at their meetings.

    It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as hereinbefore provided, if the Company has disputed or not accepted liability under or in respect of this policy.

    It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this policy that the award by such arbitrator, arbitrators or umpire of the amount of the loss or damage shall be first obtained.
13. Every notice and other communication to the Company required by these conditions must be written or printed.
14. At all times during the period of insurance of this policy the insurance cover will be maintained to the full extent of the respective sum insured in consideration of which upon the settlement of any

loss under this policy, pro rata premium for the unexpired period from the date of such loss to the expiry of period of insurance for the amount of such loss shall be payable by the insured to the Company.

The additional premium referred above shall be deducted from the net claim amount payable under the policy. Thus continuous cover to the full extent will be available notwithstanding any previous loss for which the company may have paid hereunder and irrespective of the fact whether the additional premium as mentioned above has been actually paid or not following such loss. The intention of this condition is to ensure continuity of the cover to the insured subject only to the right of the company for deduction from the claim amount when settled of pro-rata premium to be calculated from the date of loss till expiry of the policy.

Notwithstanding what is stated above, the Sum Insured shall stand reduced by the amount of loss in case the insured immediately on occurrence of the loss exercises his option not to reinstate the sum insured as above.

Special Conditions to Section I

1. Sums Insured

   It is a requirement of this Insurance that the sums insured stated in the Schedule shall not be less than the cost of reinstatement as if such property (except for stocks) were reinstated on the first day of the Period of Insurance which shall mean the cost of replacement of the insured items by new items in a condition equal to but not better or more extensive than its condition when new.

2. Basis of Loss Settlement

   In the event of any loss destruction or damage the indemnification under this section shall be calculated on the basis of the reinstatement or replacement of the property lost destroyed or damaged, subject to the following provisions:

   2.1. Reinstatement or replacement shall mean:

      1. where property is lost or destroyed, the rebuilding of any buildings or the replacement of any other property by similar property, in either case in a condition equal to but not better or more extensive than its condition when new
      2. where property is damaged, the repair of the damage and the restoration of the damaged portion of the property to a condition substantially the same as but not better or more extensive than its condition when new.

   2.2. Special Provisions

      1. The work of 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 Insurers not being thereby increased) must be commenced and carried out within 12 months after the destruction or damage otherwise no payment beyond the amount which would have been payable under the policy if this special provisions had not been incorporated herein shall be made
      2. Where any property is lost destroyed or damaged in part only the liability of the Insurers shall not exceed the sum representing the cost which the Insurers could have been called upon to pay for reinstatement if such property had been wholly destroyed
      3. Until the cost of reinstatement or replacement shall have been actually incurred the amount payable under each of the items shall be calculated on the basis of the actual cash value of such items immediately before the loss destruction or damage with due allowance for depreciation for age use and condition.

3. Debris Removal

This policy covers the necessary expense for removal of debris of insured property from the described premises as a result of physical loss destruction or damage insured against under this policy.
The Company's total liability for debris removal is limited to the amount entered in the Schedule.

Section II - Business Interruption

The Insurers agree that if during the period of insurance the business carried on by the insured at all the premises specified & listed in the Schedule is interrupted or interfered with in consequence of loss destruction or damage indemnifiable under Section I, then the Insurers shall indemnify the Insured for the amount of loss as hereinafter defined resulting from such interruption or interference provided that the liability of the Insurers in no case exceeds the total sum insured or such other sum as may hereinafter be substituted therefor by Endorsement signed by or on behalf of the Insurers.

Special Exclusions to Section II:

1. This Policy does not cover loss resulting from interruption of or interference with the business directly or indirectly attributable to
   1.1. any restrictions on reconstruction or operation imposed by any public authority
   1.2. the Insured's lack of sufficient capital for timely restoration or replacement of property lost destroyed or damaged
   1.3. loss of business due to causes such as suspension lapse or cancellation of a lease licence or order etc. which occurs after the date when the items lost destroyed or damaged are again in operating condition and the business could have been resumed, if said lease licence order etc. had not lapsed or had not been suspended or cancelled.
   1.4. damage to boilers economisers turbines or other vessels machinery or apparatus in which pressure is used or their contents resulting from their explosion or rupture.
   1.5. electronic installations, computers and data processing equipment.
   1.6. Damage resulting from:
      a. deliberate erasure loss distortion or corruption of information on computer systems or other records programs or software.
      b. Other erasure loss distortion or corruption of information on computer systems or other records programs of software unless resulting from fire lightning explosion aircraft, impact by any road vehicle or animals earthquake, hurricane, windstorm flood, bursting overflowing discharging or leaking of water tanks apparatus or pipes in so far as it is not otherwise excluded

      unless caused by Damage to the machine or apparatus in which the records are mounted.
   1.7. mechanical or electrical breakdown or derangement of machinery or equipment.
2. This Policy does not cover the deductible stated in the Schedule to be borne by the Insured.

Basis of Insurance:

The cover provided under this Section shall be limited to loss of Gross Profit due to (a) Reduction in Turnover and (b) Increase in Cost of Working and the amount payable as indemnity hereunder shall be

a. in respect of Reduction in Turnover:
   the sum produced by applying the Rate of Gross Profit to the amount by which the Turnover during the Indemnity Period shall fall short of the Standard Turnover in consequence of the loss destruction or damage
b. in respect of Increase in Cost of Working:

the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the Reduction in Turnover which but for that expenditure would have taken place during the Indemnity Period in consequence of loss destruction or damage, but not exceeding the sum produced by applying the Rate of Gross Profit to the amount of the reduction thereby avoided

less any sum saved during the indemnity Period in respect of such of the charges and expenses of the business payable out of Gross Profit as may cease or be reduced in consequence of loss destruction or damage

provided that if the sum insured by this item be less than the sum produced by applying the Rate of Gross Profit to the Annual Turnover (or to a proportionately increased multiple thereof where the Maximum Indemnity Period exceeds twelve months) the amount payable shall be proportionately reduced.

Provisions:

Memo 1 - Benefits from Other Premises

If during the indemnity period goods are sold or services are rendered elsewhere than at the premises for the benefit of the Business either by the Insured or by others acting on his behalf, the money paid or payable in respect of such sales, or services shall be taken into account in arriving at the Turnover during the Indemnity Period.

Memo 2 - Return of Premium

If the Insured declares at the latest nine months after the expiry of any policy year that the Gross Profit earned during the accounting period of twelve months most nearly concurrent with any period of insurance, was less than the sum insured thereon a pro rata return of premium not exceeding one third of the premium paid on such sum insured for such period of insurance shall be made in respect of difference.

If any loss destruction or damage has concurred giving rise to a claim under this policy, such return shall be made in respect only of so much of said difference as is not due to such loss destruction or damage.

Terrorism Damage Exclusion Warranty

This Policy 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.

For the purpose of this exclusion, 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) 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 exclusion also includes loss, damage, cost or expense 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 the above

What are the various add-ons/endorsements/clauses applicable under this Product?

Following clauses may be attached to the Policy by adjusting or providing additional Sum Insured where applicable.

1. Agreed Bank Clause
2. Architects', Surveyors' and Consulting Engineers' Fees Clause
3. Designation of Property Clause
4. Escalation clause
5. Omission to Insure Additions, Alterations or Extensions Clause
6. Temporary Removal of Stocks Clause
7. Terrorism Damage Cover Endorsement - Material Damage And Loss Of Profit
8. Earthquake (Fire and Shock)
9. Involuntary Betterment/Technological Advancements/Obsolete Equipment Clause
10. Inadvertent Omission to Insure/Omission to Insure additions/Alteration or extensions
11. Professional Fees for Technicians, Accountants and Legal Services.
12. Preparation of Lost records/Computer Records, Valuable Papers & Records Clause/Cost of Re-writing records clause/Plans, Documents & Archives
13. Undamaged Parts Clause/Destruction of Sound Property
14. Cover for Employees' Personal Property and Personal effects
15. Minor Works Extension
16. Floater Clause
17. Declaration Clause
18. Capital Additions/Newly Acquired Property or Interest/New Acquisitions/Merger and Acquisition/New Location Cover
19. Brand/Trademarks
20. Expediting Costs
21. Start-Up/Shut-Down Cost
22. Immediate Repairs
23. Additional Customs Duty
24. Contamination and Co-mingling of stocks
25. Catalysts and Consumable interests in process
26. Protection and Preservation of Property/Precautionary Measures/Loss Minimization
27. Contract Works
28. Sue and Labour Charges
29. Prevention of Access (Applicable to Business Interruption Section)
30. Denial of Access (Applicable to Business Interruption Section)
31. Service Interruption Time Element (Extension to cover loss due to accidental failure of public electricity/ gas/ water supply)(Applicable to Business Interruption Section)
32. Growing Plants, Crops And Trees, Landscaping
33. Lawns, Plants, Shrubs or Trees
34. Decontamination and Cost of Clean Up Expenses/Industry's Seepage, Pollution And Contamination Clause
35. De watering Expenses
36. Additional Increased Cost of Working (Applicable to Business Interruption Section)
37. Property Outside the Insured Premises/ Property in Off-site Storage
38. Fire Extinguishing / Fighting Expenses
39. Goods held in trust
40. Automatic Reinstatement Clause
41. Building Ordinance/Civil or Local Authorities Clause, Demolition and Increased Cost of Construction
42. Cost of Demolition and Debris Removal
43. Supplier's Extension (Applicable to Business Interruption Section)
44. Customer's Extension (Applicable to Business Interruption Section)
45. Insured property stored at other situations (Applicable to Business Interruption Section)
46. Group Interdependency (Applicable to Business Interruption Section)

47. Interdependency Cover (Applicable to Business Interruption Section)
48. Key and lock clause
49. Accounts Receivable
50. Cost of Clearing Drains Clause
51. Cleaning up and Other Costs
52. Customer's Goods Clause
53. Property in Course of Construction/Erection
54. Land and Water Contaminant Cleanup, Removal and Disposal
55. Deferred Payments
56. Exhibition, Exposition, Fair or Trade Show
57. Fine Arts/Works of Art
58. Undamaged Foundations
59. Green Clause
60. Property under Care Custody and Control/Non Owned Assets
61. Inland Transit
62. Land Improvements
63. Margin Clause
64. Metered Water
65. Modification cost/Incompatibility expenses
66. Tenant's Liability
67. Obsolete Spare Parts
68. Sprinkler Up-Grading Costs
69. Unrepaired Damage
70. Deliberate Damage
71. Soft Costs – Course of Construction (Applicable to Business Interruption Section)
72. Minimum Demand Charges (Applicable to Business Interruption Section)
73. Export tax benefits (Applicable to Business Interruption Section)
74. Internal Decoration Fixtures and Fittings
75. Unnamed Locations
76. Waiver of Subrogation
77. Loss of Attraction (Applicable to Business Interruption Section)
78. Professional Accountants' and Auditors' Clause (Applicable to Business Interruption Section)
79. Molten Metal Spillage Clause
80. Accidental Damage Clause
81. Boiler & Machinery Clause
82. Electrical Appliance Clause
83. Pair and Set Clause
84. Non-Vitiation Clause
85. Spontaneous Combustion
86. Smoke Damage
87. House breaking clause
88. Temporary Removal of Property
89. Departmental Clause (Applicable to Business Interruption Section)
90. Accumulated Stock Clause (Applicable to Business Interruption Section)
91. Alternative Basis Clause (Applicable to Business Interruption Section)
92. Mould and Fungi Clause
93. Vehicle Load Clause
94. Primary and Non-Contributory
95. Broad Water Damage
96. Appraisement Clause
97. Control of Damaged Goods

98. Expiration Clause
99. Un-Occupancy Clause
100. Debris Removal for Foreign Debris
101. Salvage Disposal
102. Damages to Underground Services
103. Loss Payee Clause
104. Leak search / finding cost
105. Non-Invalidation
106. Nominated Loss Adjusters
107. Payments on Account
108. Multiple Insured
109. Trace and Access
110. Outbuilding Clause
111. Seasonal Enhancement of Stocks
112. Undamaged Stock and Loss on Re Sale
113. Errors & Omissions
114. Floater Declaration Clause
115. Contract Price Insurance
116. Spoilage Material Damage
117. Deterioration of Stocks in Cold Storage

Important Note:

Escalation Clause

To allow automatic regular increase in the Sum Insured throughout the period of the policy, the terms and conditions for this extension shall be as follows: -

a) The selected percentage increase shall not exceed 25% of the Sum Insured.
b) The additional premium, payable in advance, will be at 50% of the entire base policy burn cost, to be charged on the selected percentage increase.
c) The Sum Insured at any point of time would be assessed after application of the Escalation Clause.
d) Escalation Clause will apply Building, Machinery and Accessories only and will not apply to stock.
e) Policy Condition of Average will continue to apply as usual.
f) The automatic increase operates from the date of inception up to the date of operation of any of the Insured Perils.

Omission To Insure Additions, Alterations Or Extensions Clause:

a) An additional premium on 5% of the Sum Insured on Buildings and/or Machinery, Plant and other Contents should be collected in advance.
b) All new additions to Buildings and/or Machinery and Plant not specifically insured/ included during the currency 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 subject to adjustment against the advance premium collected as stated in N.B. 1 above. If the insured fails to declare the value of such additions within 30 days after the expiry of the policy, there shall be no refund of the advance premium collected.
c) 'Other Contents' shall mean `Furniture and Fittings ' and does not include `Stocks'.
d) This clause should be incorporated at the time of issuing the policy.

Temporary Removal of stock clause:

The policy base burn cost shall be loaded by 10% for attaching this clause to the policy.

Is terrorism cover inbuilt?

No, terrorism cover is optional, and you can opt for it by payment of additional premium.

Do I need to pay anything from my pocket at the time of claim?

Yes, You will have to bear compulsory deductible as per the below table at the time of claim:

a) Material Damage claims

Policies having Sum Insured up to Rs.100 Cr per location for PD & BI: Deductible shall be 5% of the claim amount subject to minimum of Rs.5 lakhs

Policies having Sum Insured above Rs.100 Cr and up to Rs.1500 Cr per location for PD & BI: Deductible shall be 5% of the claim amount subject to minimum of Rs.10 lakhs

Policies having Sum Insured above Rs.1500 Cr and up to Rs.2500 Cr per location for PD & BI: Deductible shall be 5% of the claim amount subject to minimum of Rs.25 lakhs

Policies having Sum Insured above Rs.2500 Cr per location for PD & BI: Deductible shall be 5% of the claim amount subject to minimum of Rs.50 lakhs

b) Business Interruption claims

For Sum Insured up to Rs. 2500 Cr: Deductible shall be Seven (7) days Standard Gross Profit.

For Petrochemical risk and when Sum Insured is above Rs. 2500 Cr: Deductible shall be Fourteen (14) days Standard Gross Profit.

c) Machinery Loss of Profit

For Sum Insured up to Rs. 2500 Cr: Deductible shall be Fourteen (14) days Standard Gross Profit.

For Sum Insured above Rs. 2500 Cr: Deductible shall be Twenty-One (21) days Standard Gross Profit.

What if I opt for a Voluntary Deductible? Will I get any discount in premium?

If you opt for a Voluntary Deductible, you would be eligible for below mentioned discounts in premium:

a) Material damage claims:

Deductible	Discount
5% of the claim amount subject to minimum of Rs.15 lakhs	15%
5% of the claim amount subject to minimum of Rs. 20 lakhs	20%
5% of the claim amount subject to minimum of Rs. 25 lakhs	25%

b) **Business interruption claims**:

Deductible	Discount
14 days Gross Profit subject to minimum of Rs. 15 lakhs	10%
21 days Gross Profit subject to minimum of Rs. 20 lakhs	15%
28 days Gross Profit subject to minimum of Rs. 25 lakhs	20%
35 days Gross Profit subject to minimum of Rs. 30 lakhs	25%

How do I get the premium amount for this Insurance Cover?

Based on filled proposal form and information furnished, we will provide you with the premium amount.

What other discounts are available under this policy?

When business is sourced directly by the company without involvement of any intermediary, 20% discount will be offered for the Direct business.

What is the maximum policy period?

The policy can be issued only for a maximum period of 1 year.

What is the renewal condition under this Policy?

We are 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 of the Insured.
The renewal premium shall be as per the rates approved by IRDAI on the date of renewal for this product.

How do I claim under this Policy?

In case of a claim, we request you to register a claim by contacting our Customer Service No. 1800 103 4448: You can, alternatively, also register a claim by email on: hello@godigit.com
Please keep below details handy at the time of registering claims as this information will help us serve you faster: Policy Number, Location of Accident, Date and Time of Accident & Contact Number of the Insured/Caller.

What do I do in case of any grievance?

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. 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

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

For updated details of grievance officer, kindly refer the link:
https://www.godigit.com/claim/grievance-redressal-procedure

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/

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.

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

IMPORTANT NOTE: Above is a summary of Coverage and Exclusions, please refer to detailed Policy Terms & Conditions and Policy Schedule for full description which shall prevail in the event of any claim/complaint/dispute.

Annexure 1

ADDITIONAL ENDORSEMENT, ADD-ONS & CLAUSES

1. **Earthquake (Fire and Shock)**

   Policy may be extended to cover the Earthquake (Fire and Shock) subject to following endorsement wordings:

   If option to delete STFI peril is exercised

   "In consideration of payment 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 therefrom 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 exercised

   " In consideration of payment 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 therefrom.

   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

   a. Excess clause
      The Excess mentioned on the Policy Schedule.
   b. 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).
   c. 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.

2. **Involuntary Betterment/Technological Advancements/Obsolete Equipment Clause**

   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 Indemnity stated in your Policy Schedule.

3. Inadvertent Omission to Insure/Omission to Insure additions/Alteration or extensions

In consideration of the payment of additional premium, this policy extends to cover inadvertent omissions, additions and/or alterations or extensions.

i) The liability under this extension shall not to exceed __% of the sum insured for equipments mentioned in the schedule.
ii) The insured shall notify the company 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.
iv) No liability shall attach to the company in respect any equipment while such equipment is otherwise insured.

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

Limit: __% of the Sum Insured as mentioned in schedule

4. Professional Fees for Technicians, Accountants and Legal Services.

In consideration of the payment of additional premium, the policy is extended to include any amount in respect of Technicians, Accountants, Legal Services or other fees necessarily incurred by the Insured in the reinstatement of the Insured property consequent upon its loss, destruction or damage by a peril not excluded in the Policy but not for preparing any claim.

Limit: Up to per event and in aggregate as agreed and specified in Schedule

Deductible: __% of the claim amount subject to min of Rs. _____ for each and every claim.

5. Preparation of Lost records/Computer Records, Valuable Papers & Records Clause/Cost of Re-writing records clause/Plans, Documents & Archives

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 and archives as well as its restoring or regeneration or reconstruction, 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 not excluded under this policy.
2. We will indemnify the Insured for the Cost, Charges and Expenses incurred in restoring or regenerating or reconstructing the 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 following a claim admissible under the policy. 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,

stamps, coupons, bank or currency notes or other negotiable instruments shall be deemed to be excluded from this insurance.

3. Data / Software backup being kept in fireproof safe.
4. 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, inadvertent cancelling of information or discarding of data media, loss of information caused by magnetic fields, 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.

6. Undamaged Parts Clause/Destruction of Sound Property

In consideration of the payment of additional premium, the policy stands extended to include replacement/ reinstatement of undamaged portions/parts of the insured property subject to condition that,

a) Such replacement/reinstatement of undamaged portion/ part of the property is necessary as may be certified by Surveyor
b) By such replacement of undamaged part, there is no technical improvement in performance, capacity or output
c) Claim is payable only if there is an admissible claim under the main Policy

Sum Insured Limit: As specified in Schedule

7. Cover for Employees' Personal Property and Personal effects

The policy is extended to include the loss of or damage to Personal Property of employees for which the insured is responsible whilst at the insured premises provided that, the Insurers shall not be responsible for more than _____Any One Accident and _____in aggregate per occurrence.

Deductible: __% of the claim amount subject to min of Rs. _____for each and every claim.

8. Minor Works Extension

On payment of additional premium, it is hereby declared and agreed that, notwithstanding anything to the contrary in this policy or in any of its conditions, this policy is extended to include loss or damage to minor alterations and/or construction and/or re-construction and/or addition and/or maintenance and/or modifications and/or work 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 the property which, at the time of happening of such loss or damage, is insured under any project insurance policy.

It is further agreed and declared that, the loss of earnings, loss by delay, loss of market or any other consequential or indirect loss whatsoever, shall not be payable under this extension or even under corresponding Business Interruption policy if any, taken by the insured unless specifically agreed to in writing by the Company.

It is hereby agreed that the upper limit of any minor works covered under this add-on shall not exceed Rs. _____

9. Floater Clause

In consideration of additional premium 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 Policy Period 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

10. 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 cancellation, 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.

11. **Capital Additions/Newly Acquired Property or Interest/New Acquisitions/Merger and Acquisition/New Location Cover**

On payment of additional premium and subject to the sub-limit shown in the Schedule, this Policy is extended to include, in so far as the same are not otherwise insured:

a) any newly acquired machinery and plant or newly constructed buildings, and

b) alterations additions and improvements to buildings subsequent to a certificate of completion,

c) alterations additions and improvements to machinery and plant, at the Insured locations, but not in respect of any appreciation in value during the current Period of Insurance,

Provided that:

The Insured undertakes to give particulars within 30 days of commencement of the Insurer's liability and to effect specific insurance before the expiry of the Period of Insurance and to pay an additional premium.

It is to be clearly understood that in the event of failure of payment of additional premium by insured within 30 days from inception of Insurer's liability under this clause, Insurers shall not be liable for loss or damage to such new additions or any consequential loss till the time of payment of additional premium as demanded by Insurer.

12. Brand/Trademarks

On payment of additional premium, it is hereby declared and agreed that 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 or unfit for consumption or sale in open market. However, in all such cases of retention of damage goods by the Insured, Insurers shall be free to deduct a reasonable value of salvage at their discretion.

13. Expediting Costs

On payment of additional premium, it is hereby declared and agreed that, this Policy covers the reasonable and necessary costs incurred to pay for the temporary repair of insured damage to insured property and to expedite the permanent repair or replacement of such damaged property.

This Additional Coverage does not cover costs:

1) recoverable elsewhere in this Policy;
   or
2) of permanent repair or replacement of damaged property.

Insurers shall not be responsible for more than _____Any One Accident and _____in aggregate.

14. Start-Up/Shut-Down Cost

On payment of additional premium, it is hereby declared and agreed that, on the occurrence of an event which leads to a damage or loss covered under the base policy, this extension covers the cost necessary and reasonably incurred in start-up/shut-down for power and utilities such as electricity, water, steam, gas as well as feedstock, fuels or combustibles in a normal start-up procedure and subject to the sub-limit entered in the Schedule.

Start-up costs will not be recoverable under normal or emergency shut down operations.

15. Immediate Repairs

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 in the event of an

admissible loss due to operation of an insured peril ,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 Company or their representatives 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 or in the operation of properties which may be necessary to their business/manufacturing.

It is also agreed and declared that the evidence of loss shall be photographed by the Insured and if any damaged items are replaced the same shall be preserved by the Insured for inspection by surveyors.

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.

The Company's Liability shall not exceed the Sum Insured mentioned in the Policy Schedule against this add on cover.

16. Additional Customs Duty

On payment of additional premium, it is hereby declared and agreed that the insured shall also be indemnified during the Policy Period, toward the additional Custom Duty as mentioned in the Policy Schedule which may be incurred by the insured over and above the custom Duty amount taken into account in arriving at the Sum Insured of the affected item.

17. Contamination and Co-mingling of stocks

On payment of additional premium, it is hereby agreed that notwithstanding anything contained herein to the contrary, that this Policy extends to cover loss or damage to stocks as a result of contamination and/or co-mingling whilst in the Insured's care, custody or control, subject to a limit as specified in the Schedule.

18. Catalysts and Consumable interests in process

On payment of additional premium, it is hereby declared and agreed that, catalysts and consumable materials in the course of process are covered to a maximum limit as specified in the Policy Schedule. This extension also covers loss of catalysts due to its sudden poisoning /deactivation by a cause not excluded.

19. Protection and Preservation of Property/Precautionary Measures/Loss Minimization

On payment of additional premium, it is hereby understood and agreed, subject otherwise to the terms, conditions and exclusions of the Policy and endorsed hereon, that in case of actual or imminent physical loss or damage of the type insured against by this Policy, this Policy is extended to cover the expenses incurred by the Insured in taking reasonable and necessary actions for the temporary protection and preservation of property insured hereunder, which expenses shall be added to the physical loss or damage otherwise recoverable, if any, under the Policy.

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

20. Contract Works

On payment of additional premium, it is hereby declared and agreed that 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.

Definition (applicable to the cover provided by this extension only):

Contract shall mean any Contract with the Insured as Employer for the extension or refurbishment of existing Buildings with a construction period not exceeding twelve months in duration within the Territorial Limits.

Temporary Work are 'parts of the works that allow or enable construction/ erection of, protect, support or provide access to, the permanent works and which might or might not remain in place at the completion of the works.

Permanent work means the permanent works to be constructed/ Erected and completed in accordance of contract.

21. Sue and Labour Charges

On payment of additional premium, it is hereby declared and agreed that 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 exceed the Limit of Liability stated in the Policy Declarations and shall be subject to the Deductibles specified in the Policy Schedule.

Deductible: __% of claim amount subject to min of Rs. _____for each and every claim

22. Prevention of Access (Applicable to Business Interruption Section)

In consideration of the payment of the additional premium shown in the policy/the Endorsement, it is hereby agreed and declared that, subject to the conditions of the Policy, Coverage under this section shall extend to include loss or reduction resulting from cessation, interruption, interference or inhabitation to the business as consequence of: -

i. Physical destruction of or damage to property belonging to the Insured or property within a radius 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 is limited to maximum of 4 weeks over and above the policy Business Interruption deductible, unless specifically agreed otherwise and mentioned in the Policy Schedule.

23. Denial of Access (Applicable to Business Interruption Section)

In consideration of the payment of the additional premium shown in the policy/the Endorsement, 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

24. Service Interruption Time Element (Extension to cover loss due to accidental failure of public electricity/ gas/ water supply) (Applicable to Business Interruption Section)

a) Failure of Electricity Supply :

By payment of additional premium this extension shall cover Loss of Business Interruption resulting from interruption of or interference with the business carried on by the insured at the premises due to failure of electric supply at the terminal ends of the electricity service feeders from which the insured obtain electric Supply at the said premises directly due to Damage to property at an Electricity Station or Substation of Public Electricity Supply Undertaking from where insured obtains electricity supply. This would be limited to maximum period of 60 days (17% of Business Interruption value) subject to a condition that interruption exceeds 24 hrs, unless specifically agreed otherwise and mentioned in the Policy Schedule.
Limit: Any One Accident Rs. _____

b) Failure of Gas Supply :

By payment of additional premium this extension shall cover Loss of Business Interruption resulting from interruption of or interference with the business carried on by the insured at the premises due to failure of Gas supply at the terminal ends of Gas Supply Undertaking / Compressor station from where the insured obtains Gas Supply at the said premises. This would be limited to maximum period of 60 days (17% of Business Interruption value) subject to a condition that interruption exceeds 24 hrs, unless specifically agreed otherwise and mentioned in the Policy Schedule.
Limit: Any One Accident Rs. _____

c) Failure of Water Supply :

By payment of additional premium this extension shall cover Loss of Business Interruption resulting from interruption of or interference with the business carried on by the insured at the premises due to failure of Water supply at the terminal ends of the Water Supply Undertaking / Pumping station from where the insured obtains Water Supply at the said premises. This would be limited to maximum period of 60 days (17% of Business Interruption value) subject to a condition that interruption exceeds 24 hrs, unless specifically agreed otherwise and mentioned in the Policy Schedule.
Limit: Any One Accident Rs. _____

In no case the aggregate limit for a, b and c above shall exceed the amount as shown in the Policy Schedule and any modifications in the terms and conditions mentioned above in agreement with the Insured are specifically mentioned in the Policy Schedule.

25. Growing Plants, Crops And Trees, Landscaping

Notwithstanding anything to the contrary, on payment of additional premium, it is hereby declared and agreed that 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 within the premises following an accidental physical loss, destruction or damage, provided always that the plants, crops and trees are being grown for non-commercial purposes.

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

26. 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 The Schedule.

27. Decontamination and Cost of Clean Up Expenses/Industry's Seepage, Pollution And Contamination Clause

In consideration of the payment of additional premium, it is agreed and understood that, if the insured property is contaminated as a direct result of physical damage insured by this policy and there is in force at the time of loss any law or ordinance regulating contamination, including but not limited to the presence of pollution or hazardous material, then this policy covers 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 contamination results from an insured event.

The Company shall not be liable under this Extension for more than the sub-limit as mentioned in the schedule in respect of any one Occurrence, which shall be part of and not in addition to the policy limit.

28. De watering Expenses

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.

29. Additional Increased Cost of Working (Applicable to Business Interruption Section)

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.

30. Property Outside the Insured Premises/ Property in Off-site Storage

On payment of additional premium, it is hereby declared and agreed that, this policy extends to cover property (Machineries / Equipments and Stocks) of the insured temporarily stored in unspecified locations outside the insured premises for a period of time, up to the limit at any one location for any one loss and the aggregate Limit, as specified in Policy Schedule, for the policy period subject to these properties being part of the declared Sum Insured.

31. 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 up to a Limit Any One Accident specified in Your Policy Schedule. We will pay:

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.

32. Goods held in trust

On payment of additional premium, it is hereby declared and agreed that certain items of the property may be subject of hire purchase, lease or other agreements and the interest of the other parties to these agreements is noted in this insurance, the nature and extent of such interest including other insurance to be disclosed in the event of loss, destruction or damage. These may also include all real and personal property of every kind and description belonging to the Insured or to others (including but not limited to goods under consignment, held in trust or on lease or paid for awaiting delivery) for which the Insured may be held liable for loss or damage while in their care, custody or control.

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

33. Automatic Reinstatement Clause

On payment of 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 any Property Insured or Business Interruption arising is automatically reinstated as and from the date of the Damage.

34. Building Ordinance/Civil or Local Authorities Clause, Demolition and Increased Cost of Construction

It is hereby understood and agreed, subject otherwise to the terms, conditions and exclusions of the Policy and endorsed hereon, that

a) Company will pay for the additional increased costs incurred by the Insured, due to any repairs or reconstruction of a building consequent to a direct physical loss of or damage to such covered building (or structure) but not machinery and equipment, occurring at a premises described in the Schedule caused by an insured peril, resulting from the enforcement of any law or ordinance regulating the construction, demolition, repair, or use of such building (or structure). These additional increased costs are:
   i. The demolishing of undamaged parts of a building (or structure) including the cost of clearing the site;
   ii. The loss in value of the undamaged portion of a building (or structure) that bears to the value of the entire building (or structure) prior to loss or damage and subject to the same method of recovery which applies to the damaged portion of such building (or structure);
   iii. The repair, reconstruction or remodelling of damaged and undamaged portions of a building (or structure) whether or not demolition is required at the same described premises or at another site, and limited to the costs that would have been incurred in order to comply with the minimum requirements of the law or ordinance regulating the repair or reconstruction of the damaged building (or structure) at the same described premises. However, we shall not be liable for any increased cost of construction unless the damaged building (or structure) is actually rebuilt or replaced; and
   iv. Company will pay no more than the applicable sub-limit of this add-on cover.

The demolition of the undamaged building (or structure) as a result of enforcement of any law or ordinance regulating such demolition, will be considered a damaged building (or structure); the value of which is subject to the same method of recovery provided for a damaged building (or structure) and to the applicable limit of liability as per the schedule for that described premises.

b) Company will not pay for the following under this coverage:
   i. Any cost that is incurred as a result of enforcement of any law or ordinance regulating any form of contamination.
   ii. Any cost to install improvements or modifications to machinery or equipment, when either is required or performed to comply with the mandated work place safety and environmental regulations.

The indemnity provided herein shall be subject to the sub-limit and deductible as specified in the Policy Schedule.

35. Cost of Demolition and Debris Removal

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 the cost of demolition and/or removal of debris and/or any other expenses reasonably and necessarily incurred in connection with site clearing operations and/or salvaging including damage caused by such operations, dismantling, shoring up, propping, in the event of circumstances giving rise to loss or damage by any of the perils insured under this Policy.

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

36. Supplier's Extension (Applicable to Business Interruption Section)

In consideration of the payment of additional premium, it is hereby agreed and declared that subject to the conditions of the policy, Business Interruption loss as insured under section – II of base policy, resulting from interruption of/or interference with the business in consequence of damage, not resulting from an excluded peril under Section – I of the base policy, to property at the under noted "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.

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,

Supplier's Name	Situation of Premises	Selected percentage limit of Sum Insured

"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."

37. Customer's Extension (Applicable to Business Interruption Section)

In consideration of the payment of the additional premium shown in the policy/the Endorsement, it is hereby agreed and declared that, subject to the conditions of the Policy, Business Interruption loss as insured under section – II of base policy, resulting from interruption of or interference with the business in consequence of damage, not resulting from an excluded peril under Section – I of the base policy, 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 Premises	Selected percentage limit of Sum Insured

38. Insured property stored at other situations (Applicable to Business Interruption Section)

In consideration of the payment of additional premium, it is hereby agreed and declared that subject to the conditions of the policy, Business Interruption loss as insured under section – II of base policy, resulting from interruption of/or interference with the business in consequence of damage, not resulting from an excluded peril under Section – I of the base policy, to property at the under noted 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 anyone location under (each of) item(s) No(s)_____shall not exceed the percentage of the sum insured thereunder shown against each situation,

Supplier's Name	Situation of Premises	Selected percentage limit of Sum Insured

"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 service only.

39. Group Interdependency (Applicable to Business Interruption Section)

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.

40. Interdependency Cover (Applicable to Business Interruption Section)

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.

41. Key and lock clause

The insurance of each item extends to include all costs reasonably incurred in the repair or replacement of mechanical door locks following theft of keys from the premises of the Insured or off any authorized employee or following threat of or actual assault or violence to the Insured or any authorized employee.

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

42. Accounts Receivable

It is hereby understood and agreed, subject otherwise to the terms, conditions and exclusions of the Policy and endorsed hereon, that

a) The Company will pay for direct physical loss of or damage caused by an insured peril to Insured's records of accounts receivable in respect of the following:
   i. All sums due to insured from their customers,
   ii. Interest charges on any loan to offset such impaired collections pending repayment of those sums made non- collectible by loss or damage;
   iii. Collection expense in excess of normal collection cost and made necessary because of loss of accounts receivable;
   iv. Other expenses, when reasonably incurred by insured in re-establishing records of accounts receivable following loss in respect of this policy.
   v. For the purpose of this Policy, credit card charge records shall be deemed to represent sums due to Insured from customers, until the charge records are delivered to the credit card company.

b) When there is proof that a loss of records of accounts receivable has occurred but Insured cannot accurately establish the total amount of accounts receivable outstanding as of the date of loss, the amount of recovery shall be computed as follows:
   i. The monthly average of accounts receivable during the last available twelve (12) months, together with collection expenses in excess of normal collection costs and made necessary because of loss or damage, and reasonable expenses incurred in re-establishing records of accounts receivable following loss, shall be adjusted in accordance with the percentage increase or decrease in the twelve (12) months average of monthly gross revenues which may have occurred in the interim.
   ii. The monthly amount of accounts receivable as established above shall be further adjusted in accordance with any demonstrable variance from the average for the particular month in which the loss occurred. Consideration will also be given to the normal fluctuations in the amount of accounts receivable within the fiscal month involved.

c) Company will pay no more than the applicable sub-limit of insurance as specified in the schedule.

There shall be deducted from the total amounts of account receivable, however established, the amount of accounts evidenced by records not lost or damaged, or otherwise established or collected by Insured, and an amount to allow for probable bad debts which Insured normally would have been unable to collect and for the normal collection costs incurred due to accounts receivable.

43. Cost of Clearing Drains Clause

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 Schedule.

44. Cleaning up and Other Costs

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 necessary and reasonable costs and expenses incurred by the Insured following physical loss or damage to the property hereby insured for the cleaning up or removing debris or decontaminating such damaged property or nearby property, all in so far as owned by the Insured or for which the Insured is responsible, adjoining land, roadways, rivers, canals or other waterways affected by an insured peril, and for the dismantling and/or demolishing, shoring up, or propping portions of the property insured destroyed or damaged and/or other expenses incurred in rendering the site suitable for immediate rebuilding or repair of the property damaged, including any expense incurred for the removal of undamaged property thereon including foundations if such removal should prove to be necessary in connection with the rebuilding or replacement aforesaid.

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

45. Customer's Goods Clause

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 goods belonging to the Insured's customers, purchased but not delivered or temporarily in the custody of the Insured for alteration, repair or renovation or other purposes at the Premises insured insofar as such goods are not otherwise insured under any other insurance policy.

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

46. Property in Course of Construction/Erection

It is hereby understood and agreed, subject otherwise to the terms, conditions and exclusions of the Policy and endorsed hereon, that this policy will provide automatic coverage for projects by way of alterations and/or constructions and /or re-construction and/or additions and /or maintenance and /or modifications and/or work carried out in insured premises property in course of construction / erection including testing up to 4 weeks (unless specifically agreed otherwise and mentioned in the Policy Schedule) and commissioning and up to the limit specified in the schedule for any one project and in the aggregate for the policy period. At the option of the insured, the interests of the contractors and / or sub-contractors is hereby assumed for work being performed for the insured including temporary structures, tools, equipment and materials incidental to such work.

The clause is subject to the following exclusions:

i. Cost of making good faulty or defective workmanship, or such design, but this exclusion shall not apply to damage resulting from such faulty or defective workmanship, material construction or design.
ii. Advance Loss of Profit
iii. Any project with Sum Insured more than the limits mentioned above

Notwithstanding other terms and conditions herein, this extension of the policy shall only pay in excess or more specific insurance, if any, arranged in respect of such project work.

47. Land and Water Contaminant Cleanup, Removal and Disposal

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 the reasonable and necessary cost for

the cleanup, removal and disposal of Contaminant(s) or pollutants from uninsured property consisting of land, water or any other substance in or on land at the Insured Location if the release, discharge or dispersal of Contaminant(s) is a direct result of insured physical loss or damage to insured property.
This Policy does not cover the cost to cleanup, remove and dispose of Contaminant(s) or pollutants from such property:

1) at any location insured for Personal Property only.
2) at any property insured under AUTOMATIC COVERAGE or ERRORS AND OMISSIONS or Miscellaneous Unnamed Location coverage provided by this Policy.
3) when the Insured fails to give written notice of loss to The Company within 90 days after inception of the loss.

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

48. Deferred Payments

It is hereby understood and agreed, subject otherwise to the terms, conditions and exclusions of the Policy and endorsed hereon, that this Policy covers insured physical loss or damage to Property of the insured sold by the Insured under a conditional sale or trust agreement or any instalment or deferred payment plan and after such property has been delivered to the buyer. Coverage is limited to the unpaid balance for such property.
In the event of loss to 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 the Schedule.

49. 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 the Schedule.

50. Fine Arts/Works of Art

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 the Insured for direct physical loss of or damage to Fine Arts occurring at a premises described in the Schedule, caused by a peril not excluded under the Policy. This coverage does not apply to loss or damage caused by any repairing, restoring or retouching process. This coverage does not apply to breakage of bric-a-brac, glassware, marble, porcelain, statuary, and similar fragile property resulting from the article being dropped or knocked over whether intentional or accidental.
Basis of valuation for Fine Arts: On Fine Arts articles, the lesser of the reasonable and necessary cost to repair or restore such property to the physical condition that existed on the date of loss or the cost to replace the article or the value if stated on a schedule on file. If the Fine Arts articles cannot be

replaced and an appraisal is not available, the valuation shall be market value based on prevailing conditions at the time of loss or damage.
Fine Art for the purpose of this endorsement is defined as mentioned in the Schedule.
The indemnity provided herein shall be subject to the limit of indemnity as specified in the Schedule.

51. Undamaged Foundations

It is hereby understood and agreed, subject otherwise to the terms, conditions and exclusions of the Policy and endorsed hereon, that the foundation of the property insured which prove to be unusable following the loss or damage as covered under the Policy at the insured premises shall be considered part of the property damaged.
The indemnity provided herein shall be subject to the limit of indemnity as specified in the Schedule.

52. Green Clause

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 Schedule.

53. Property under Care Custody and Control/Non Owned Assets

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 assets belonging to others (including but not limited to goods under consignment, held in trust or on lease or paid for awaiting delivery) for which the Insured may be held liable for loss or damage while in their care, custody or control at the Premises insured insofar as such assets are not otherwise insured under any other insurance policy.
The indemnity provided herein shall be subject to the limit of indemnity as specified in The Schedule.

54. Inland Transit

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 Plants & Machinery and spares hereby insured but excluding stock, finished goods and raw materials, whilst in transit within the territorial limits of India subject to

- Damage caused as a result of 'All Risks' as covered under the policy and forming part of the property insured, unless otherwise specified in the schedule,
- Provided that the insured property is suitably packed and/ or prepared for transit which shall also be deemed to include stowage
- Per transit limit – as mentioned in the Schedule
- Provided that it is not indemnifiable under a more specific policy
- Deductible – As mentioned in the schedule

Any consequential loss arising out of loss covered under this clause is excluded.
The indemnity provided herein shall be subject to the overall limit of indemnity as specified in the Schedule.

55. Land Improvements

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 the additional cost of reclaiming, restoring or repairing land improvements as incurred by the Insured, resulting from direct physical loss of or damage to property insured under the Policy, occurring at premises described in the Schedule. Land improvements are any alteration to the natural condition of the land by grading, landscaping and additions to land such as pavements, roadways, or similar works. This coverage does not apply to land improvements at a golf course unless specifically mentioned in the Schedule.

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

56. Margin Clause

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 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 Schedule) of the initial values reported and mentioned in the Policy Schedule.

57. Metered Water

It is hereby understood and agreed, subject otherwise to the terms, conditions and exclusions of the Policy and endorsed hereon, that the insurance cover of each item covering machinery extends to include the costs for which the Insured is responsible in respect of loss of metered water provided that the Insured maintains a record of readings from the Water Authority meter at intervals of not more than 7 days, unless specifically agreed otherwise and mentioned in the Policy Schedule.

The amount payable in respect of any one location hereby insured is limited to such excess water charges demanded by the Water Authority and resulting from the accidental escape of water from pipes apparatus or tanks in consequence of loss or damage under the Policy.

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

58. Modification cost/Incompatibility expenses

It is hereby understood and agreed, subject otherwise to the terms, conditions and exclusions of the Policy and endorsed hereon, that the policy is extended to cover the cost or expense of

(i) modification of equipment including computer and ancillary equipment (the equipment) being the damaged equipment or undamaged equipment.
and

(ii) the replacement, restoration or recompilation of computer records which results in the event of the loss due to incompatibility between the replacement equipment and the existing equipment and or the computer records.

Where a claim under (i) or (ii) above shall occur then the basis of settlement shall be whichever is the lesser of the two amounts to achieve compatibility in the event that the loss of the equipment insured by this Policy has resulted in undamaged Computer Records being unavoidably incompatible with the replaced equipment.

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

59. 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 the Schedule.

60. Obsolete Spare Parts

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 spares currently insured hereunder and represented within the total Sum Insured under the Policy, becoming obsolete following an indemnifiable loss to the Plant & Machinery to which they belong, such spare parts shall also be deemed a constructive total loss provided always that such parts cannot be used as spares for any other units within the premises of the Insured. The Company shall retain salvage rights over such parts.

The indemnity provided herein shall be subject to the Sub-Limit as specified in The Schedule.

61. 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 Surveyor appointed by the Insurer recommends that the repaired or reinstated installation shall conform to the Loss Prevention Rules for Sprinkler Installations prevailing 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 per event and in aggregate. Subject otherwise to the terms, exceptions and conditions of the policy.

62. 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 measure of indemnity in respect of claims for unrepaired damage shall be the reasonable depreciation in the market value of the item at the time this insurance terminates arising from such unrepaired damage, but not exceeding the reasonable cost of repairs which would have been incurred by the Insured had the Insured repaired the damaged item.

In no case shall the Insurer be liable for unrepaired damage item in the event of a subsequent total loss sustained during the Policy Period or any extension thereof.

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

63. 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.

64. Soft Costs – Course of Construction (Applicable to Business Interruption Section)

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.

65. Minimum Demand Charges (Applicable to Business Interruption Section)

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.

66. Export tax benefits (Applicable to Business Interruption Section)

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.

67. Internal Decoration Fixtures and Fittings

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 insured partial loss or damage to internal decoration, fixtures and fittings which follows a consistent design theme throughout the property affected, this policy shall insure the replacement of the entire internal decoration, fixtures and fittings design, including that portion of the internal decoration which did not suffer insured loss or damage, provided the repair or replacement of the damaged portion of the internal decoration, fixtures and fittings is impossible due to the inability of the Insured to source the authentic materials necessary to complete such repair or replacement.
The indemnity provided herein shall be subject to the limit of indemnity as specified in the Schedule.

68. Unnamed Locations

It is hereby understood and agreed that, subject otherwise to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, and subject to the Insured having paid the agreed additional premium, the policy extends to cover the property insured while at fixed unspecified locations not included in the location(s) specified in the Schedule , up to the limit at any one location for any one loss and the aggregate Limit as specified in Policy Schedule. Coverage under this extension shall not apply to property contained within any vehicle or other conveyance, or property while in transit and shall be limited to locations within India Only.

69. 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.

70. Loss of Attraction (Applicable to Business Interruption Section)

In consideration of payment additional premium as demanded by the Insurers it is hereby agreed to pay the actual loss of Revenue sustained by the Insured during the Indemnity period resulting from an interruption of or interference with the Business caused by physical loss or damage to a Property(ies) of tourist attraction located within 5 Kms (or the Kms specifically agreed and mentioned in the Schedule) from Insured's premises by an Insured peril.
Property of Tourist attraction shall mean Transportation hubs, Iconic or historic buildings open to the public, National monuments, Museums, Stadium, Sports and entertainment venues, Shopping malls, Theme parks, Religious centres or major places of worship etc.

Important conditions:

1. Coverage under this extension shall exclude loss resulting from interruption of or interference with the Business caused by denial of access to place of tourist attraction by any cause whatsoever.
2. The Liability under this extension shall be limited to an Indemnity period of 60 days (or the days specifically agreed and mentioned in the Schedule).

71. Professional Accountants' and Auditors' Clause (Applicable to Business Interruption Section)

This clause is limited to the reasonable charges payable by the Insured to their Professional Accountants and/or Auditors for producing and certifying any particulars or details contained in the Insured's books of account or other business books or documents or such other proofs, information or evidence as may be required by the Company under the terms of General Condition 5 of this Policy. Any particulars or details contained in the Insured's books of account or other business books or documents which may be required by the Company under General Condition 5 of this Policy for the purpose of investigating or verifying any claim hereunder may be produced and certified by the Insured's Auditors, and their certificate shall be prima facie evidence of the particulars and details to which such certificates relate.

72. Molten Metal Spillage Clause

Material Damage Wording

It is hereby agreed and declared that, subject to the conditions of the Policy, the policy extends to cover 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.

Business Interruption Wording

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 (Material Damage + Business Interruption) and the aggregate loss limit is as mentioned in the Policy Schedule

73. Accidental Damage Clause

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the policy extends to indemnify the Insured against loss, destruction of or damage to the insured property (excluding fragile items such as glass) caused by accidental external damage, excluding damages caused by or in consequence of:

a) Mechanical or electrical breakdown or derangement of machinery or equipment
b) The freezing solidification or inadvertent escape of molten material
c) Damage due to impact by rail/road vehicle or animal belonging to or owned by the insured or any occupier of the Premises or his employees.
d) Damage resulting from over load experiments or tests requiring the imposition of abnormal conditions.
e) Damage due to wear and tear, rust, corrosion, erosion, cavitation, boiler scale, incrustation, deterioration, settling, gradual cracking, gradually developing deformation or distortion, gradual deterioration due to atmospheric conditions or due to such other causes.
f) Property Insured in transit other than within the premises specified in the Schedule
g) Plant machinery or equipment during installation removal or reciting (including dismantling re-erection stripping down and assembly) if directly attributable to such operations
h) Property Insured undergoing manufacture alteration, repair, testing, installation or servicing including materials and supplies thereof if directly attributable to the operations or work being

performed thereon unless damage by a cause not otherwise excluded ensues and then company will be liable only for such ensuing loss

i) Collapse either full or partial
j) Any other cause specifically excluded hereunder

Provided that the liability of the Company shall in no case exceed in respect of each item the sum expressed in the said Schedule to be insured thereon or in the whole the limit of Indemnity hereby or such other sum or sums as may be substituted therefore by memorandum hereon or attached hereto signed by or on behalf of the Company.

74. Boiler & Machinery Clause

INSURING AGREEMENT

Subject to all the provisions stated herein and in the policy of which this endorsement is a part, not in conflict herewith, the Company shall be liable for:

a. direct physical loss to property of the Insured and to property of others in the care, custody or control of the Insured.
b. the loss and expense resulting from the necessary interruption of business, all as resulting from an Accident to an Object.

When used in this endorsement, the following definitions shall apply:

"Object" shall mean any boiler, fired or unfired pressure vessel, refrigerating or air conditioning system, piping and its accessory equipment, and any mechanical or electrical machine or apparatus used for the generation, transmission or utilization of mechanical or electrical power.

"Accident" shall mean a sudden and accidental breakdown of an Object or a part thereof which manifests itself at the time of its occurrence by physical damage that necessitates repair or replacement of the Object or part thereof.

CONDITIONS

With respect to Objects insured by the provisions of this endorsement, the following conditions shall apply:

a. Inspection
   The Company shall be permitted but not obligated to inspect, at all reasonable times, any Object. Neither the Company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the Insured or others, to determine or warrant that the Object is safe or healthful.
b. Suspension
   Upon the discovery of a dangerous condition with respect to any Object, any representative of the Company may immediately suspend the insurance with respect to an Accident to said Object by written notice mailed or delivered to the Insured at the address of the Insured, or at the location of the Object. Insurance so suspended may be reinstated by the Company, but only by an endorsement issued to form a part of this policy. The Insured will be allowed the unearned portion of the premium paid for the suspended insurance, pro rata, for the period of suspension.

EXCLUSIONS

The following losses are not insured under this endorsement:

1. Breakdown of any structure or foundation (other than a bedplate of a machine) supporting an Object or any part thereof, not caused by an Accident to the Object;
2. Breakdown of any boiler setting, insulating or refractory material not caused by an Accident to the Object;
3. Breakdown of well casings, penstocks or draft tubes;
4. Breakdown of Objects manufactured or held by the Insured for sale to others;
5. Breakdown of catalyst not caused by an Accident to the Object containing such catalyst or any other insured objects;

6. Breakdown of any oven, stove or furnace;
7. Breakdown of any sewer piping, any underground gas piping, any piping forming a part of a sprinkler system or any water piping other than:
   a. feed water piping between any boiler and its feed pumps or injectors
   b. boiler condensate return piping, or
   c. water piping forming a part of a refrigerating or air conditioning system used for cooling, humidifying or space heating purposes
8. Breakdown of an Object until such time as said Object has been installed and completely tested on the premises of the Insured. For the purposes of this insurance, "completely tested" shall mean that said Object has operated on the Insured's premises in the capacity for which it was designed as part of the Insured's normal production process or processes. Notwithstanding the above, coverage under this endorsement shall apply to any newly installed Object having a fair market value of amount mentioned in the Policy Schedule or less and to any spare or replacement Object or parts therefor;
9. An Accident to any Object while it is being maintained or altered if said Accident is a direct result of said maintenance or alterations. However, if an Accident otherwise insured hereunder subsequently ensues, then the Company shall be liable for such Accident. Any opening, closing or transporting of an Object shall not be considered a part of any maintenance or alterations.

75. Electrical Appliance Clause

It is hereby agreed and declared that notwithstanding anything contained to the contrary in the policy or in any conditions, the insurance under the policy shall extend to cover the loss, destruction or damage to any electrical machine, apparatus, fixtures or fittings arising from or occasioned by over running, excessive pressure, short circuiting, arcing, self-heating or leakage of electricity from whatever cause (lightening included)

Provided always that all conditions (except in so far as they may be hereby expressly varied) shall apply as if they had been incorporated herein for this extension clause.

76. Pair and Set Clause

In the event of insured loss or damage to Insured 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 options, 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.

77. 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.

78. Spontaneous Combustion

Policy may be extended to cover the Spontaneous Combustion subject to following endorsement wordings.

"Company agrees notwithstanding what is stated in the printed exclusions of this policy to the contrary that the insurance by this Policy is extended to include loss or damage by fire only of or to the property insured caused by its own fermentation, natural heating or spontaneous combustion."

79. Smoke Damage

It is hereby understood and agreed, subject otherwise to the terms, conditions and exclusions of the Policy and endorsed hereon, the insurance shall, subject to the Special Condition hereinafter contained, extend to include 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 a smoke pipe or vent pipe, and while in or on the described premises but not SMOKE from fire-places or industrial apparatus.

Provided always that 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 and for the purposes hereof any destruction or damage as aforesaid shall be deemed to be destruction or damage by fire.

Further warranted that this Insurance does not cover: -

- Destruction or damage directly or indirectly occasioned by or 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.
- Consequential loss or damage of any kind or description.

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

80. House breaking clause

It is hereby agreed and declared that notwithstanding anything contained to the contrary in the Policy, the insurance under this policy shall stand to cover loss or damage to insured premises including contents (whilst contained in the insured premises and declared in the policy as specifically required or otherwise) described in the schedule, by the housebreaking and theft following housebreaking (as described in Indian Penal Code, 1860 as amended from time to time) with felonious entry.

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 as under this extension clause.

Provided further that in premises used for commerce, trade or incidental purposes

1. Daily records of the amount of cash (specifically insured under the policy) contained in the duly locked strong room shall be maintained & such records shall be deposited in a secure place of the premises other than safe or strong room
2. The key to the safe or strong room shall not be left on the premise out of the business hours or in the vicinity of safe or strong room.

Special Exclusions

This extension does not cover the loss:

1. Where any inmate or insured's family member or business staff involved as principle or accessory.
2. Loss of cash from the locked safe or locked strong room following the use of original key or duplicate key unless such keys are obtained by threat or violence.
3. Keys while in insured premises left uninhabited by day and night for seven or more consecutive days and nights
4. Theft following operation of any other peril is excluded from scope of cover.

81. Temporary Removal of Property

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 the Insured's property excluding Stock, Finished Goods and Raw Materials against the perils covered under this Policy whilst temporarily removed for cleaning, renovation, repair and other similar purposes, within the geographical limits specified in the Schedule.

The amount recoverable under this Extension shall not exceed the amount which would have been recoverable had the destruction or damage occurred in that part of the Premises from which the Property is temporarily removed and in no case the sub-limit shown in the Schedule.

The Extension does not apply to Property, if and so far as it is otherwise insured, nor to Property held by the Insured in trust, other than machinery and plant.

82. Departmental Clause (Applicable to Business Interruption Section)

If the Business be conducted in departments, the independent trading results of which are ascertainable, the provision of Clause (a) and (b) mentioned under the heading "Basis of Insurance" of Section II - Business Interruption shall apply separately to each department affected by the Damage except that if the Sum Insured by the said item be less than the aggregate of the sum produced by applying the Rate of Gross Profit for each department of the Business (whether affected by the Damage or not), to the relative Annual Turnover thereof, the amount payable shall be proportionately reduced.

83. Accumulated Stock Clause (Applicable to Business Interruption Section)

In adjusting any loss, account shall be taken and an equitable allowance made if any shortage in turnover due to the damage is postponed by reason of the Turnover being temporarily maintained from accumulated stocks of finished goods in the Insured's warehouses.

84. Alternative Basis Clause (Applicable to Business Interruption Section)

It is agreed and declared that, whenever found necessary, the term "Output" may be substituted for the term "Turnover" and for the purpose of this policy "Output" shall mean the sale value of goods manufactured by the "Insured" in the course of the business at the premises,

Provided that:

a. Only one such meaning shall be operative in connection with any one occurrence involving damage (as within defined)
b. If the meaning set out above be used, memo no. 1 shall be altered to read as follows:

Memo 1: If during the INDEMNITY PERIOD goods shall be manufactured other than at the premises for the benefit of the business either by the Insured or by others on the Insured's behalf, the sale value of the goods so manufactured shall be brought into account in arriving at the OUTPUT during the INDEMNITY PERIOD.

85. Mould and Fungi Clause

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:

   1. 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.

86. Vehicle Load Clause

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 any of the insured's vehicles being left loaded overnight where the goods are already sold but not yet delivered whilst in or on the premises described in the Schedule hereto 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 sub-limit of indemnity as specified in the Schedule.

87. 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.

88. Broad Water Damage

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.

89. Appraisement Clause

If the aggregate claim for any one loss or damage does not exceed the amount or the % of Sum Insured as stated in the Policy Schedule by the Item or Items affected no special inventory or appraisement of the undamaged property shall be required. If two or more buildings are included in a single item, then this endorsement shall apply to the range of buildings and/or contents by the Item or Items affected.

90. Control of Damaged Goods

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

91. Expiration Clause

If this Policy should expire or be cancelled while an insured event is in progress, it is understood and agreed that Insurers, subject to all other terms, exceptions and conditions of this Policy, are responsible as if the entire loss had occurred prior to the expiration of this insurance.

92. Un-Occupancy Clause

The insurance by this Policy will not be prejudiced in the event of any Building remaining unoccupied for a greater period than 30 days, notwithstanding anything contained in the Conditions of this Policy, provided that in due course the Insured give notice in writing to the Company and on demand pay such reasonable additional premium as the Company may require.

93. Debris Removal for Foreign Debris

It is, in furtherance to the existing terms and conditions, agreed that, on 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 the limit 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.

94. Salvage Disposal

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 amount mentioned in the Policy Schedule for any one event/in aggregate

95. 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.

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. Leak search / finding cost

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.

98. Non-Invalidation

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

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

99. 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).

100. Payments on Account

Payments on account may be made to the Insured following Damage at the discretion of the Insurer, as mutually agreed between Insured and 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.

101. Multiple Insured

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 "

102. 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.

103. 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.

104. Seasonal Enhancement of Stocks

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.)

105. 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.

106. 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.

107. Floater Declaration 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 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"
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 Go Digit 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 by 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 that 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."

108. Contract Price Insurance

"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."

109. Spoilage Material Damage

"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, it is hereby agreed and declared that, notwithstanding anything contained to the contrary, in the within written Policy, this endorsement 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 not 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 as mentioned in Policy Schedule.

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'."

110. Deterioration of Stocks in Cold Storage

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, 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.

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, 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 herby 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."