# STANDARD FIRE AND SPECIAL PERILS POLICY (RETAIL) PROSPECTUS UIN: IRDAN158RP0001V01201920

#### Go Digit General Insurance Ltd.

Go Digit General Insurance Ltd. ("Digit") is a new general insurance company being set up in India and is backed by Fairfax Financial Holdings Ltd. Fairfax is a large Canada based diversified financial services group engaged in General Insurance, Reinsurance and Investment management across more than 30 countries.

At Digit, our mission is to make Insurance products that are simple and transparent. For us, making Insurance simple translates into – Easy interface for customers to interact with us, Simple products, Simple and effective claims' process. Our goal is to offer products and services that customer really wants and back it by service, that we can be proud of. We have a team that brings in years of experience in Insurance and technology companies. We want to become a part of consumers' lives and enable them to live without worrying about uncertain future.

#### **Product Introduction**

At Digit, we understand that some things are beyond just Assets, they are a part of our daily lives, both personal and professional. Our offering of Standard Fire and Special Perils Policy aimed at providing cover for most of them.

#### Who Can buy this Product?

This Product can be bought by any Property Owner / Tenant. This Product provides protection for your residential premises, shops, offices, hotel manufacturing units, industrial units, utilities, storage risk etc.

# What all can be covered under this Product?

Under this Product, We provide protection for:

- Building
- Plant and Machinery
- Contents i.e. Furniture, Fixtures, Fittings & other Equipment's
- Stocks and Stock in Process/Trade

#### What are the Coverages available under the Standard Fire and Special Perils Policy?

Standard Fire and Special Perils Policy offered by Digit, provides protection to the Your Property, if the same is accidentally and physically, damaged or destroyed by any of the perils specified below:

I. Fire

Excluding destruction or damage caused to the property insured by

a)

- i) its own fermentation, natural heating or spontaneous combustion.
- ii) its undergoing any heating or drying process.
- **b)** burning of property insured by order of any Public Authority.

# II. Lightning

# III. Explosion/Implosion

Excluding loss, destruction of or damage

- a) To boilers (other than domestic boilers), economizers or other vessels, machinery or apparatus (in which steam is generated) or their contents resulting from their own explosion/implosion,
- **b)** caused by centrifugal forces.
- IV. Aircraft Damage

Loss, Destruction or damage caused by Aircraft, other aerial or space devices and articles dropped therefrom excluding those caused by pressure waves.

# V. Riot, Strike and Malicious Damage

Loss of or visible physical damage or destruction by external violent means directly caused to the property insured but excluding those caused by

- a) total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind.
- **b)** Permanent or temporary dispossession resulting from confiscation, commandeering, requisition or destruction by order of the Government or any lawfully constituted Authority.
- c) Permanent or temporary dispossession of any building or plant or unit or machinery resulting from the unlawful occupation by any person of such building or plant or unit or machinery or prevention of access to the same.
- **d)** Burglary, housebreaking, theft, larceny or any such attempt or any omission of any kind of any person (whether or not such act is committed in the course of a disturbance of public peace) in any malicious act.

If the Company alleges that the loss/damage is not caused by any malicious act, the burden of proving the contrary shall be upon the Insured.

# VI. Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and Inundation

Loss, destruction or damage directly caused by Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood or Inundation excluding those resulting from earthquake, Volcanic eruption or other convulsions of nature. (Wherever earthquake cover is given as an "add on cover" the words "excluding those resulting from earthquake volcanic eruption or other convulsions of nature" shall stand deleted.)

# VII. Impact Damage

Loss of or visible physical damage or destruction caused to the property insured due to impact by any Rail/ Road vehicle or animal by direct contact not belonging to or owned by

- a) the Insured or any occupier of the premises or
- **b)** their employees while acting in the course of their employment.

# VIII. Subsidence and Landslide including Rock slide

Loss, destruction or damage directly caused by Subsidence of part of the site on which the property stands or Land slide/Rock slide excluding:

- a) the normal cracking, settlement or bedding down of new structures
- **b)** the settlement or movement of made up ground
- c) coastal or river erosion
- d) defective design or workmanship or use of defective materials
- e) demolition, construction, structural alterations or repair of any property or groundworks or excavations.
- IX. Bursting and/or overflowing of Water Tanks, Apparatus and Pipes

# X. Missile Testing operations

# XI. Leakage from Automatic Sprinkler Installations

Excluding loss, destruction or damage caused by

- a) Repairs or alterations to the buildings or premises
- b) Repairs, Removal or Extension of the Sprinkler Installation
- c) Defects in construction known to the Insured.

# XII. Bush Fire

Excluding loss, destruction or damage caused by Forest Fire.

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 total Sum

Insured hereby or such other sum or sums as may be substituted therefor by memorandum hereon or attached hereto signed by or on behalf of the Company.

# In addition to the above-mentioned Covers, are there any endorsements which can be opted on under this Product?

Yes, We have below mentioned endorsements/clauses under this Product to enhance the coverage which can be opted on payment of additional premium (where ever applicable):

- Architects, Surveyors and Consulting Engineers Fees (in excess of 3% of the claim amount)
- Removal of Debris (in excess of 1% of the claim amount)
- 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
- 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
- Forest Fire
- Impact Damage due to Insured's own Rail/Road Vehicles, Fork lifts, Cranes, Stackers and the like and articles dropped therefrom
- Spontaneous Combustion
- Omission to Insure additions, alterations or extensions
- Earth quake (Fire and Shock)
- Spoilage Material Damage Cover
- Leakage and Contamination Cover
- Where leakage and contamination cover is granted
- Where leakage cover alone is granted
- Temporary Removal of Stocks Clause
- Loss of Rent Clause
- Insurance of Additional Expenses of Rent for an Alternative Accommodation
- Start-up Expenses
- Terrorism Damage Cover Endorsement (Material Damage Only)
- Agreed Bank Clause
- Contract Price Insurance Clause
- Designation of Property Clause
- Reinstatement Value Policies
- Local Authorities Clause
- Escalation Clause
- Architects, Surveyors and Consulting Engineer's Fees (upto 3% of the claim amount)
- Removal of Debris Clause (Upto 1% of the claim amount)
- Floater Clause
- Declaration Clause
- Voluntary Deductible Clause
- Floater Declaration Clause

# Note: Details of the above endorsements and clauses are mentioned separately in Annexure 1 of this Document.

# What am I not Covered for?

1. This Policy does not cover (not applicable to policies covering dwellings)

- a) The first 5% of each and every claim subject to a minimum of Rs. 10,000 in respect of each and every loss arising out of "Act of God perils" such as Lightning, STFI, Subsidence, Landslide and Rock slide covered under the policy.
- b) The first Rs. 10,000 for each and every loss arising out of other perils in respect of which the Insured is indemnified by this policy.

The Excess shall apply per event per insured.

- 2. Loss, destruction or damage caused by war, invasion, act of foreign enemy hostilities or war like operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, rebellion, revolution, insurrection or military or usurped power.
- 3. Loss, destruction or damage directly or indirectly caused to the property insured by
  - a. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - b. the radioactive toxic, explosives or other hazardous properties of an explosive nuclear assembly or nuclear component thereof
- 4. Loss, destruction or damage caused to the insured property by pollution or contamination excluding
  - a. pollution or contamination which itself results from a peril hereby insured against.
  - b. Any peril hereby insured against which itself results from pollution or contamination.
- 5. Loss, destruction or damage to bullion or unset precious stones, any curios or works of art for an amount exceeding Rs. 10000/-, goods held in trust or on commission, manuscripts, plans, drawings, securities, obligations or documents of any kind, stamps, coins or paper money, cheques, books of accounts or other business books, computer systems records, explosives unless otherwise expressly stated in the policy.
- 6. Loss, destruction or damage to the stocks in Cold Storage premises caused by change of temperature.

Loss, destruction or damage to any electrical machine, apparatus, fixture, or fitting arising from or occasioned by over-running, excessive pressure, short circuiting, arcing, self-heating or leakage of electricity from whatever cause (lightning included) provided that this exclusion shall apply only to the particular electrical machine, apparatus, fixture or fitting so affected and not to other machines, apparatus, fixtures or fittings which may be destroyed or damaged by fire so set up.

- 7. Expenses necessarily incurred on (i) Architects, Surveyors and Consulting Engineer's Fees and (ii) Debris Removal by the Insured following a loss, destruction, or damage to the Property Insured by an insured peril in excess of 3% and 1% of the claim amount respectively.
- 8. Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.
- 9. Loss, or damage by spoilage resulting from the retardation or interruption or cessation of any process or operation caused by operation of any of the perils covered.
- 10. Loss by theft during or after the occurrence of any insured peril except as provided under Riot, Strike and Malicious Damage cover.
- 11. Any Loss or damage occasioned by or through or in consequence directly or indirectly due to earthquake, Volcanic eruption or other convulsions of nature.
- 12. Loss or damage to 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 purposes for a period not exceeding 60 days.
- 13. Terrorism Damage Exclusion Warranty: Notwithstanding any provision to the contrary within this insurance it is agreed that this insurance excludes loss, damage cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and / or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purpose including the intention to influence any government and/or to put the public, or any section of the public in fear. The warranty also excludes loss, damage, cost or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to action taken in respect of any act of terrorism. If the Company alleges that by reason of this exclusion, any loss, damage, cost or expenses is not covered by this insurance the burden of proving the contrary shall be upon the insured. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

#### What are the General Conditions applicable to this Policy?

Below are the General Conditions applicable to this Policy:

#### 1. Misrepresentation

THIS POLICY shall be voidable in the event of mis-representation, mis-description or nondisclosure of any material particular.

#### 2. Fall or Displacement of Buildings

All insurances under this policy shall cease on expiry of seven 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 insured perils, loss or damage which is covered by this policy or 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. Alteration

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 of 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 period of more than 30 days. This condition will not be applicable for Policies covering "Dwellings".
- c. If the interest in the property passes from the insured otherwise than by will or operation of law.

#### 4. Marine Clause

This insurance does not cover any loss or damage to property which, at the time of the happening of such loss or damage, is insured by or would, but 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.

#### 5. Cancellation

#### **Cancellation by You at any Time**

- a. You can cancel this Policy at any time by giving Us notice in writing. The Policy will terminate when We receive Your notice.
- b. If You cancel the Policy, We will refund premium as follows:
  - i) **For Annual Policy:** refund proportion premium for unexpired policy period, if the term of the policy is upto one year and there is no claim(s) made during the policy period.
  - ii) For Long Term Policies: refund premium for the unexpired policy period, in respect of policy with the term more than one year and the risk coverage for such policy years has not commenced.

# **Cancellation by the Company**

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

# 6. Loss Notification

- 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 loss 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 a declaration on oath or in other legal form of the truth of the claim and of any matters 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 expiry 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 calendar 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.

# 7. Right of Entry

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, sort, 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.

#### 8. Forfeiture

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.

#### 9. Option to Reinstate

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(s) 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.

#### 10. Condition of Average

If the property hereby insured shall at the breaking out of any fire or at the commencement of any destruction of or damage to the property by any other peril hereby insured against 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, of the policy shall be separately subject to this condition.

#### 11. Contribution

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.

#### 12. Subrogation

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.

### 13. Notice

Every notice and other communication to the Company required by these conditions must be written or printed.

#### 14. Reinstatement of Sum Insured

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. This 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.

#### 15. Renewal

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

**16.** In case the claim is not settled within the specified timelines, then the claimant is entitled for interest as per the rate specified in prevailing regulatory provisions.

#### What are different basis on which Sum Insured can be opted?

Sum Insured can be opted on either of the following basis:

# A. Market Value Basis

#### Digit Simplification: This value considers depreciation due to age, usage and condition.

Sum Insured on Market Value Basis shall represent the cost of construction on the first day of Policy Period of similar Property less depreciation for age, usage and condition. Cost of Land is not taken into consideration while arriving at Sum Insured on Indemnity Value Basis.

# Sum Insured = #Present-day Construction Cost X (1- Depreciation applicable per annum X Age of the Property) X (1 + ##Escalation %)

#### B. Reinstatement Value Basis

# Digit Simplification: This value means the value of similar new property without considering depreciation due to age, usage and condition.

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

Sum Insured = #Present-day Construction Cost X (1 + ##Escalation %)

### NOTE:

**#Present-day Construction Cost** = Built Up Area of the "Building/Structure" (Square Feet) As Per Registered Sale Agreement X Present Day Cost of Construction in Location where the Insured Property is situated as per the data available with Local Government Authority.

**##Escalation %** is as per the **"Escalation Clause"** Endorsement which can be Opted by you to take care of appreciation due to inflation.

Note: Sum Insured for Stocks and Stock in Trade shall be on Market Value Basis Only.

#### What is Depreciation and how will it affect my claim?

Depreciation is the reduction in the value of the Property with its age, usage and condition. Depreciation will be applicable as per the Surveyor's decision at the time of claim, depending on the age and wear and tear of the Property. Depreciation will not be applicable where the Sum Insured is opted on Re-instatement Value Basis.

#### Do I need to pay any amount from my pocket at the time of claim?

Deducible is the part of the claim that is to be first paid by you and we are liable to pay the remaining part of the claim.

#### Can I opt for Voluntary Deductible under this Policy?

Yes, below are the Voluntary Deductible options available under this Policy. If you opt for this, You will get discount in premium as per the table below:

Deductible Amount		
Act of God Perils (5* % of the Claim Amount subject to a minimum of Rs in lakhs)	Other Perils (of Rs. In lakhs)	Discount (%)
10	5	2
20	10	4
30	15	6
60	30	8
100	50	10
500	100	12.5
1,000	500	15
2,000	1,000	20
> 2,000	> 1,000	25

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

\*2) Wherever additional excess of 2.5% is applicable the 5% indicated above shall read as 7.5%.

# Can I purchase a policy for more than 1 year so that there is no hassle of getting the same renewed after 1 Year?

Yes, Long Term policies can be issued for Dwellings i.e. only to house/flat owners and not to others who do not own the house/flat.

#### 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 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.

#### Is there any provision to revise the Sum Insured during the policy?

Yes, Mid-term revision in sum insured shall be allowed as follows: Increase in Sum Insured: On Pro-Rata Basis Decrease in Sum Insured: On Short-Period scale

#### What do I do in case of a claim?

In case of a claim, we request you to register a claim by contacting our Customer Service No. 1800 258 5956: You can, alternatively, also register a claim by email on: <u>hello@godigit.com</u>

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.

#### **Customer Grievance Redressal Policy:**

The Company is committed to extend the best possible services to its customers. However, if you are In case it is not resolved within 15 days or if You are unhappy with the resolution You can approach the Grievance Redressal Cell of the Consumer Affairs Department of IRDAI by calling Toll Free Number 155255 (or) 1800 4254 732 or sending an e-mail to <u>complaints@irdai.gov.in</u>. You can also make use of IRDAI's online portal - Integrated Grievance Management System (IGMS) by registering Your complaint at <u>https://irdai.gov.in/igms1</u>

You can send a letter to IRDAI with Your complaint on a Complaint Registration Form available by <u>clicking here</u>. You must fill and send the Complaint Registration Form along with any documents by post or courier to General Manager, Insurance Regulatory and Development Authority of India (IRDAI), Consumer Affairs Department - Grievance Redressal Cell, Sy.No.115/1, Financial District, Nanakramguda, Gachibowli, Hyderabad- 500032.

You can visit the portal <u>http://www.policyholder.gov.in</u> for more details.

**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

# **Standard Fire and Special Perils Policy - Endorsement and Clauses**

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

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

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

By opting for this endorsement, Policy may be extended to cover the following:

"On costs and expenses necessarily incurred by the insured

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

of the portion or portions of the property insured destroyed or damaged by perils hereby insured against.

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

Policy covering stocks in cold storage premises may be extended to cover 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.

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

By opting for this endorsement, Policy may be extended to cover destruction of or damage to the property hereby insured caused by change of temperature in consequence of failure of electric supply following damage to Insured's property due to insured peril(s). Provided that the Company shall not be liable for any loss occasioned by the deliberate act of the Government, Municipal or Local Authority or Supply Authority not performed for the sole purpose of safeguarding life or protecting any part of the supply undertaking's systems or by the exercise by any such authority of its power to withhold or restrict or ration supply not necessitated solely by damage to the Supply Undertaking's generating or supply equipment by an insured peril.

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

# 4. Forest Fire

By opting for this endorsement, Policy shall be extended to include loss of or damage to the property insured directly caused by burning, whether accidental or otherwise, of forest, bush and jungles and the clearing of lands by Fire.

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

By opting for this endorsement, Policy is extended to cover loss and/or damage caused due to impact by direct contact to Insured's property caused by Insured's own Rail/Road Vehicles, Fork lifts, cranes, stackers and the like and articles dropped therefrom.

# 6. Spontaneous Combustion

By opting for this endorsement, the policy shall be 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."

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

# 7. Omission to Insure additions, alterations or extensions

By opting for this endorsement, Policy may be extended to cover Buildings and/or Machinery, Plant and other Contents which the insured may erect or acquire or for which they may become responsible: -

# (a) at the within described premises

(b) for use as factories

- i The liability under this Extension shall not exceed in respect of (a) above, 5% of the Sum Insured by each item, in respect of (b) above, 5% of the Sum Insured by item Nos
- ii The Insured shall notify the Insurer of each additional insurance as soon as it shall come to their knowledge and shall pay the appropriate additional premium thereon from the date of inception.
- iii Following the advice of any additional insurance as aforesaid, cover by this extension shall be fully reinstated.
  - 1) No liability shall attach to the insurers in respect of any Building,
    - Machinery, Plant or other Contents while such property is otherwise insured. All new additions to Buildings and/or Machinery and Plant not specifically insured/included during the period of the policy should be declared at the end of the year and suitable

additional premium paid on pro rata basis from the date of completion of the construction /erection of additions may be suitably adjusted.

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

2) Other Contents' in the above clause shall mean 'Furniture and Fittings' and does not include 'Stocks'.

# 8. Earth quake (Fire and Shock)

By opting for this endorsement, the cover under this Policy will be extended to cover loss or damage to any of the property Insured by this policy occasioned by earthquake.

# **Special conditions**

1) Excess clause 5% of each and every claim subject to a minimum of Rs. 10,000/

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

# 9. Spoilage Material Damage Cover

By opting for this endorsement, 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.

# 10. Leakage and Contamination Cover

By opting for this endorsement, Policy may be extended to include the risks of (a) accidental leakage and contamination or (b) accidental leakage.

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

# 11. Temporary Removal of Stocks Clause

By opting for this clause, It is agreed that the stock insured hereby not exceeding 10% of the total sum insured of such stock is covered while temporarily removed to any other premises for purposes of fabrication or processing or finishing or other similar purposes. This extension does not apply to stock if and so far, as it is otherwise insured.

# 12. Loss of Rent Clause

If you have opted for this clause and if (any of) the said building(s) or any part thereof is unfit for occupation in consequence of its destruction or damage by the perils insured against, then the amount payable under the endorsement shall not exceed such portion of the sum insured on Rent as the period necessary for reinstatement bears to the term of the Rent Insured.

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

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

# 14. Start-up Expenses

By opting for this endorsement, Policy may be extended cover start-up costs necessarily and reasonably incurred by the insured up to a maximum extent of Sum Insured stated in Your Policy Schedule/Certificate of Insurance, consequent upon a loss or damage covered by this policy.

# 15. Agreed Bank Clause

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

# 16. Contract Price Insurance Clause

This clause is applicable only 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.

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

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

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

# 18. Reinstatement Value Policies

Reinstatement value insurance may be granted on Buildings, Machinery Furniture, Fixture and Fittings only.

If you have opted for this endorsement and in the event of the property insured under being destroyed or damaged, the basis upon which the amount payable under (each of the said items of) the policy is to be calculated shall be cost of replacing or reinstating on the same site or any

other site with property of the same kind or type but not superior to or more extensive than the insured property when new as on date of the loss, subject to the following Special Provisions and subject also to the terms and conditions of the policy except in so far as the same may be varied hereby.

# **19. Local Authorities Clause**

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

By opting for this clause, policy is extended to include such additional cost of reinstatement of the destroyed or damaged property hereby insured as may be incurred solely by reason of the necessity to comply with the Building or other Regulations under or framed in pursuance of any act of Parliament or with Bye-laws of any Municipal or Local authority.

# **20.** Escalation Clause

By opting for this endorsement, the Sum(s) Insured thereby shall, during the period of insurance, be increased each day by an amount representing 1/365th of the specified percentage (as opted by you) increase per annum.

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

This is an inbuilt cover which pays for the expenses incurred towards Architects, Surveyors and Consulting Engineers fees for plans, specification tenders, quantities and services in connection with the superintendence of the reinstatement for the Building, Machinery, Accessories and equipment insured under this policy up to 3% of the adjusted loss, but it is understood that this does not include any costs in connection with the preparation of the Insured's claim or estimate of loss in the event of damage by insured perils.

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

This is an inbuilt cover which pays for the expenses incurred up to 1% of the claim amount is included in the sum insured on:

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

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

# 23. Floater Clause

By opting for this clause, the cover under this Policy will be available for any one, more, or all locations as specified in respect of movable property.

# 24. Declaration Clause

This clause can be opted in cases where the value of the stocks fluctuates significantly.

# 25. Voluntary Deductible Clause

This clause shall apply where you opt of a deductible higher than the normal policy deductible, in lieu of which there will be a discount in premium.

# **26.** Floater Declaration Clause

By opting for this clause, the cover under this Policy will be available for any one, more, or all locations as specified in respect of movable property on declaration basis.

# 27. Terrorism Damage Cover Endorsement (Material Damage Only)

By opting for this endorsement, this Policy is extended to cover physical loss or physical damage occurring during the period of this Policy caused by an act of terrorism.