

KOTAK HOUSING SOCIETY PACKAGE PLUS POLICY**ENDORSEMENT/EXTENSION WORDINGS****SECTION I - KOTAK GRIHA RAKSHA PLUS****1. AGREED BANK CLAUSE**

If You have mortgaged, hypothecated or created any security over Your Home or any of its Contents in favour of a Bank, and the Bank has an interest in the Policy, the name of such Bank will also be shown in the Policy Schedule under the title 'Agreed Bank Clause'. If You choose to add the name of such Bank at any time during the Policy Period, this will be shown as an Endorsement.

Under this Clause You agree as follows:

- i. We shall pay to the Bank the entire amount that We are liable to pay under this Policy. Such Bank will receive it for its own demand, and as agent for any other person interested in the amount.
- ii. When We pay the amount to the Bank, Our liability under this Policy will be discharged, and will be binding on all of You and all persons named as the insured.
- iii. Any notice or communication We make to the Bank under the provisions of this Policy shall be sufficient notice or communication to You.
- iv. Any settlement or compromise that We make with the Bank will be binding on You and all persons named as the insured. However, such settlement or compromise will not affect the rights of the Bank to recover any amount from You or any other person.
- v. If You make any change in the use of Your Home or sell or transfer the Insured Property, such actions will not prejudice the interest of the Bank under the Policy and this clause, unless the condition has been broken by the Bank or its employees.
- vi. If You commit any act or omission that will increase the risk, the insurance cover will not be invalidated. However, the Bank shall notify Us of any change or ownership, or alterations and increase in risks as soon they become known to the Bank, and shall pay additional premium from the time of such change.
- vii. When We pay the amount to the Bank, We will become legally and automatically subrogated to all rights of the Bank to the extent of such payment. This will not impair or prejudice the rights of the Bank to recover any amount from You or any other person.

N.B: The Bank shall mean the first named Financial Institution/Bank named in the policy.

2. AGREED VALUE BASIS CLAUSE

It is hereby declared and agreed that, notwithstanding anything to the contrary as mentioned in the Policy and subject to the Insured having opted for the Add-on cover and paid the agreed additional premium, the "Clause C: Home Building Cover – 5. What We pay" will be read as mentioned below and not as mentioned in the Policy Wordings.

What We pay

- a. If You make a claim under the policy for partial loss or damage to Your Home Building due to any of the insured perils, We reimburse the cost to repair/reinstate it to a condition substantially the same as its condition at the time of damage. You must spend for repairs/reinstatement, and claim that amount from Us, Or
- b. We, at your choice, can repair/reinstate the loss/damaged premise via our authorized service provider to a condition substantially the same as its condition pre-loss/ damage.

- c. The maximum We will pay for all items together is the Sum Insured shown in the Policy Schedule for Home Building Cover. If the Policy Schedule shows any limit for any item, such limit is the maximum We will pay for that item.
- d. If Your Home Building is a Total Loss, We will pay You the Sum Insured of the Home Building as defined below or the assessed claim amount furnished by the Surveyor appointed by Us, whichever is lower.

In the event of an Actual Total Loss, You may either at Your option:

- Reconstruct or Reinstate the damaged structure (and not any infrastructure/ support/ access/ supporting walls appurtenant thereto or annexed therewith) 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:
 - The work of Replacement or Reinstatement (in any manner suitable to Your requirement provided Our liability is not increased) must be commenced and carried out with reasonable dispatch and in any case must be completed within 12 months after the destruction or damage or within such further time as We may allow, otherwise no amount shall be payable under the policy.
 - Our Liability shall be limited to the Actual Cost of Reconstruction or Reinstatement of the damaged structure of the same kind or type but not superior to or more extensive than Your Home Building when new on the Date of Loss subject to Our Liability not exceeding the Sum Insured mentioned in the Schedule.
- You may opt not to exercise Your right to Reconstruct or Reinstate the damaged Home Building or retain the damaged dwelling and instead opt to abandon the Dwelling to Us including vesting in Us all Your rights appurtenant thereto including the right to Reconstruct the same, in which case the amount payable shall be as per the basis of Sum Insured as specified in the Policy Schedule such as:
 - On Ready Reckoner basis, amount payable would be the Ready Reckoner for Property Tax and Stamp Duty purpose issued by the Revenue Department of the State Government for the locality in which the structure is situated as on the date of loss or sum insured specified in the schedule whichever is lower. Or;
 - On Registration value basis, the amount payable would be the Registration value of the Sale deed agreement value of the property or Sum insured specified in the schedule whichever is lower. If only an additional structure is destroyed, We will pay You an amount equal to the Cost of Construction of the additional structure.

Subject to otherwise to the terms, provisions, warranties, conditions and exclusions of the Policy and Schedule.

UIN: IRDAN152CP0001V01202425/A0002V01202425

SECTION II- BURGLARY AND HOUSEBREAKING

1. THEFT COVER

In consideration of the payment of additional premium, it is agreed and declared that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon this section of the policy is extends to cover loss or damage to insured property as defined in the policy schedule arising out of theft.

UIN: IRDAN152CP0001V01202425/A0003V01202425

2. RIOT, STRIKE AND MALICIOUS DAMAGE

In consideration of the payment of additional premium, it is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed extra premium, policy extends to cover Loss of or visible physical damage or destruction by external violent means directly caused to the property insured but excluding those caused by

- Total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind.
- Permanent or temporary dispossession resulting from confiscation, commandeering, requisition or destruction by order of the Government or any lawfully constituted Authority.
- 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.

UIN: IRDAN152CP0001V01202425/A0004V01202425

3. FIRST LOSS BASIS CLAUSE

First loss coverage involves the selection by the Insured of a Sum Insured for a particular item of property covered, which is lower than the total replacement value of the property at the Insured's premises.

First loss cover can be issued for an amount less than the total value of the property at risk with a stipulation that the Company will pay the whole amount of loss up to the limit of the Sum Insured.

The options for First loss cover will be as follows:

- First Loss Cover with Partial Average: Retain the Condition and measure the application of average against any difference between the total sum insured of all the items subject to first loss cover and the value of such items at the time of loss
- First Loss without Condition of Average: or delete the Under-insurance Condition completely

First Loss Policies can be issued where the value of property covered is considerable and property is of bulky nature rendering total loss a remote possibility, e.g. heavy machinery, stock of metal bars etc.,

Note: This policy cannot be issued on Declaration basis.

The following condition shall apply if First Loss is specified in the Schedule to be applicable. The scale of first loss percentage would be as follows.

"Where the sum insured fixed is at XX% of the total value at risk, full rate quoted to be applied on the sum insured on first loss basis and rate charged for the balance sum insured ((1-XX)% of the total value at risk) will be 25% of the base policy rate."

UIN: IRDAN152CP0001V01202425/A0005V01202425

4. TERRORISM DAMAGE COVER ENDORSEMENT

It is hereby declared and agreed that in consideration of payment of additional premium specified in the Schedule, the Terrorism Damage Exclusion Warranty forming part of the within mentioned policy stands

deleted. The expression/s "terrorism and/or act of terrorism" shall have the same meaning/s as contained in Terrorism Damage Exclusion Warranty.

In case of Terrorism Damage being covered by Indian Market Terrorism Risk Insurance Pool (Pool), the Pool wordings as mentioned in Section I will replace the above wordings.

UIN: IRDAN152CP0001V01202425/A0006V01202425

SECTION III, IV, V- ELECTRONIC EQUIPMENTS/APPLIANCES/ MACHINERY BREAKDOWN/ BOILER AND PRESSURE VESSELS

1. THIRD PARTY LIABILITY

In consideration of the payment of the additional premium it is hereby agreed and declared that notwithstanding anything to the contrary stated in this policy, the Company will indemnify the insured:

- a) against legal liability for the accidental loss or damage caused to the property of other persons.
- b) against legal liability (liability under contract excepted) for fatal or non-fatal injury to any persons other than the insured or his own employees or employee of the owner of the works/site/premises/ location or employees of the other firms/connected with any other work site/ premises/ location or members of the family of the insured or any of the aforesaid.

EXCLUSIONS UNDER THE TPL EXTENSION -

The Company will not indemnify the insured, under this extension in respect of -

- a) The first amount of policy excess of each claim for any one occurrence related to property damage.
- b) Expenditure incurred in doing or redoing or making good or repairing or replacing anything covered or coverable under the policy.
- c) Liability consequent upon -
 - i. bodily injury to or illness of employees/workmen/members of the families of the insured or of the owners of the works/site/premises/ location or of any other firm/contractors connected with any other work at the works/site/premises/location.
 - ii. loss of or damage or property belonging to or held in trust by or under custody of the owner of the works/site/premises/location of any other firms/contractors or an employee/workmen/family members of any of the aforesaid.
 - iii. any accident caused by vehicles licensed for general road or by waterborne vessels or used aircraft.
 - iv. any agreement by the insured to pay any sum by way of indemnity or otherwise unless such liability would have attached also in the absence of such agreement.

CONDITIONS APPLYING TO TPL EXTENSION -

- a) No admission, offer, promise, payment of indemnity shall be made or given by or on behalf of the insured without written consent of the company who shall be entitled, if any so desire, to take over and conduct in the name of the insured the defence or settlement of any claim or to prosecute for their own benefit in the name of the insured any claim for indemnity or damage or otherwise and shall have full discretion in the conduct of any proceeding or in the settlement of any claim and the insured shall give all such information and assistance as the Company may require.
- b) The Company may, so far as any accident is concerned, pay to the insured the limit of indemnity for any one accident/for any one period, after deducting therefrom in such case of any sum/s already paid

as compensation in respect thereof or any lesser sum for which the claim or claims arising such accident can be settled and the Company shall thereafter be under no further liability in respect of such accident under this section.

Section III UIN: IRDAN152CP0001V01202425/A0007V01202425

Section IV UIN: IRDAN152CP0001V01202425/A0022V01202425

Section V UIN: IRDAN152CP0001V01202425/A0036V01202425

2. EXPRESS FREIGHT

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the insured having paid the agreed extra premium, this insurance shall be extended to cover extra charges for express freight (excluding air freight).

Provided always that such extra charges are incurred in connection with any loss of or damage to the insured items recoverable under the policy.

If the sum(s) insured of the demand item(s) is/are less than the amount(s) required to be insured the amount payable under this endorsement for such extra charges shall be reduced in the same proportion.

Section III UIN: IRDAN152CP0001V01202425/A0008V01202425

Section IV UIN: IRDAN152CP0001V01202425/A0023V01202425

Section V UIN: IRDAN152CP0001V01202425/A0037V01202425

3. AIR FREIGHT

It is hereby declared and agreed that the Policy shall also indemnify towards Air Freight incurred by the Insured in connection with the indemnifiable loss under the Policy.

In consideration thereof an additional premium of Rs. ___ is charged hereby

Limit of indemnity shall be Rs. _____ during currency of the Policy.

Each and every claim shall be subject to a minimum Excess of 5 % of the admissible Air Freight incurred over and above the excess as applicable under the Policy.

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

Section III UIN: IRDAN152CP0001V01202425/A0009V01202425

Section IV UIN: IRDAN152CP0001V01202425/A0024V01202425

Section V UIN: IRDAN152CP0001V01202425/A0038V01202425

4. ADDITIONAL CUSTOMS DUTY

In consideration of the Insured having paid an additional premium, it is hereby declared and agreed that the Insured shall also be indemnified during the currency of the policy, towards the additional Customs Duty upto the limit specified in the Schedule, which may be incurred by the Insured over and above the Customs Duty amount taken into account in arriving at the Sum Insured the affected items.

Each and every claim payable under the extension shall be subject to an Excess of 5 % of the admissible Additional Customs Duty incurred and will be in addition to the Excess amount applicable for the affected item under the Policy.

The Indemnity for such Additional Customs Duty will stand reduced after occurrence of the claim unless reinstated by payment of an additional premium prescribed by the Company.

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

Note:

For computation of indemnity under the Additional Customs Duty extension, exchange rate applicable on date of occurrence shall be considered.

Section III UIN: IRDAN152CP0001V01202425/A0010V01202425

Section IV UIN: IRDAN152CP0001V01202425/A0025V01202425

Section V UIN: IRDAN152CP0001V01202425/A0039V01202425

5. ESCALATION CLAUSE

In consideration of the payment of an additional premium amounting to 50% of the premium produced by applying the specified percentage to the first or the annual premium as appropriate on the undernoted item(s) the Sum(s) Insured thereby shall, during the period of Insurance, be increased each day by an amount representing 1/365th of the specified percentage increase per annum.

Item Number	Specified Percentage Increase per annum

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

At each Renewal Date the Insured shall notify the Insurers:-

(i) the Sums to be Insured under each item above, but in the absence of such instructions the Sums Insured by the above items shall be those stated on the policy (as amended by any endorsement effective prior to the aforesaid renewal date) to which shall be added the increases which have accrued under this Clause during the period of Insurance upto that renewal date, and

(ii) the specified percentage increase(s) required for the forthcoming period of Insurance, but in the absence of instructions to the contrary prior to the renewal date the existing percentage increase shall apply for the period of insurance from renewal.

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

Section III UIN: IRDAN152CP0001V01202425/A0011V01202425

Section IV UIN: IRDAN152CP0001V01202425/A0026V01202425

Section V UIN: IRDAN152CP0001V01202425/A0040V01202425

6. PARTS UNDAMAGED CLAUSE

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It is hereby agreed and declared that, the policy stands extended to include replacement of undamaged parts also in the machinery subject to condition that,

- a) Such replacement of undamaged part is necessary to avoid the recurrence of the damage as may be certified by Surveyor
- b) Prior approval from the insurer is taken for such replacement
- c) By such replacement of undamaged part, there is no technical improvement in performance, capacity or output.

This is payable only if there is an admissible claim under the main Policy. The claim subject to limit of overall Sum Insured of the machinery/equipment.

Subject otherwise to the terms, conditions and exceptions/exclusions of the Policy.

Section III UIN: IRDAN152CP0001V01202425/A0012V01202425

Section IV UIN: IRDAN152CP0001V01202425/A0027V01202425

Section V UIN: IRDAN152CP0001V01202425/A0041V01202425

7. OWNERS SURROUNDING PROPERTY

In consideration of Insured having paid extra premium it is hereby agreed and declared, subject to otherwise terms and conditions of the Policy, that this insurance by within Policy is extended to cover loss or damage to property located at or adjacent to the site and belonging to or held in care, custody, control of the principal(s) or the contractor(s) if occurring directly due to damage of items mentioned in the schedule while at rest or in use for construction or erection during period of Policy.

The Company will pay to the Insured the value of the damaged property at the time of accident or at its option reinstate or replace such damaged property or any part thereof provided that -

The liability of the Company shall in no case exceed the limits mentioned in the Schedule for this extension during the currency of the Policy.

The Insured shall bear the same excess as mentioned in the schedule of the Policy.

In respect of loss or damage resulting to underground piping tunneling or underground cables and other underground facilities, the indemnity will be restricted to actual repair cost, provided prior to commencement of work, Insured ascertains with the relevant authorities about the exact locations or positions of such cables, pipes or other underground facilities. Cracks that neither impair the stability of the structure nor safety of its users are not covered.

Section III UIN: IRDAN152CP0001V01202425/A0013V01202425

Section IV UIN: IRDAN152CP0001V01202425/A0028V01202425

Section V UIN: IRDAN152CP0001V01202425/A0042V01202425

8. WAIVER OF BETTERMENT

In the event of total physical damage of the insured machinery/ equipment necessitating replacement, which may become obsolete at the time of such replacement, the Indemnity shall be the cost of reinstatement of the damaged machinery with the follow up model of the same type, provided that, such cost of replacement does not exceed the sum insured set against the said item.

It is further agreed & declared that, this extension shall not be enforceable if the insured is unable or unwilling to reinstate the property. However, if the cost of replacement with the follow up model exceeds the sum insured set against the said item, the company's liability would not exceed the sum insured.

Section III UIN: IRDAN152CP0001V01202425/A0014V01202425

Section IV UIN: IRDAN152CP0001V01202425/A0029V01202425

Section V UIN: IRDAN152CP0001V01202425/A0043V01202425

9. INADVERTENT OMISSION

In consideration of the payment of additional premium, this policy extends to cover equipments as defined in the schedule hereof which the insured may acquire or for which they may become responsible or any inadvertent omissions.

- i) The liability under this extension shall not to exceed 5% 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. All new additions to the equipments by the insured 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 acquisition of additions or may be suitably adjusted.

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

Section III UIN: IRDAN152CP0001V01202425/A0015V01202425

Section IV UIN: IRDAN152CP0001V01202425/A0030V01202425

Section V UIN: IRDAN152CP0001V01202425/A0044V01202425

10. PROFESSIONAL FEE

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

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

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

Section III UIN: IRDAN152CP0001V01202425/A0016V01202425

Section IV UIN: IRDAN152CP0001V01202425/A0031V01202425
Section V UIN: IRDAN152CP0001V01202425/A0045V01202425

11. OMISSION TO INSURE ADDITIONS, ALTERATIONS OR EXTENSIONS

In consideration of the payment of additional premium, the insurance by this policy extends to cover Portable Equipments as defined in the schedule hereof, which the Insured may acquire or for which they may become responsible:-

(i) The liability under this Extension shall not exceed in respect of portable equipments 5% of the Sum Insured by items of 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 insurers in respect of any Building, machinery, Plant or other contents while such property is otherwise insured.

Note 1: All new additions to the portable equipments by the Insured 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 purchase, subject to adjustment against the advance premium collected.

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

Section III UIN: IRDAN152CP0001V01202425/A0017V01202425
Section IV UIN: IRDAN152CP0001V01202425/A0032V01202425
Section V UIN: IRDAN152CP0001V01202425/A0046V01202425

12. CLAIMS INVESTIGATION COST

The Policy stands extended to cover the expenses related to investigating and identifying of the cause or exact location of loss or damage. This is payable only if prior approval of the insurer is taken before incurring the expense. Maximum amount payable under this head is as mentioned in the Policy schedule and subject to deductible/excess as mentioned therein.

This is payable only if there is an admissible claim under the Policy

Section III UIN: IRDAN152CP0001V01202425/A0018V01202425
Section IV UIN: IRDAN152CP0001V01202425/A0033V01202425
Section V UIN: IRDAN152CP0001V01202425/A0047V01202425

13. CLAIMS PREPARATION COST

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, the insurance by this Policy extends to include costs reasonably incurred by the Insured in producing and certifying any particulars or details in support of any claim as may be required by the Company in terms of the conditions of the Policy.

The claim under this head is payable only subject to prior approval only, from the Insurer.

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

Subject otherwise to the terms, conditions and exceptions/exclusions of the Policy.

Section III UIN: IRDAN152CP0001V01202425/A0019V01202425

Section IV UIN: IRDAN152CP0001V01202425/A0034V01202425

Section V UIN: IRDAN152CP0001V01202425/A0048V01202425

14. NON VITIATION CLAUSE

- (i) It is hereby understood and agreed that if the Insured described in the schedule comprises more than one insured party each operating as a separate and distinct entity then cover hereunder shall apply in the same manner and to the same extent as if individual policies had been issued to each such insured party provided that the total liability of the Company to all of the insured parties collectively shall not exceed the sums insured and limits of indemnity including any inner limits set by memorandum or endorsement stated in the Policy.
- (ii) It is understood and agreed that any payment or payments by Company to any one or more such insured parties shall reduce to the extent of that payment Company's liability to all such parties arising from any one event giving rise to a claim under this Policy and (if applicable) in the aggregate.
- (iii) It is further understood that the Insured parties will at all times preserve the various contractual rights and agreements entered into by the insured parties and the contractual remedies of such parties in the event of loss or damage.
- (iv) It is further understood and agreed that Company shall be entitled to avoid liability to or (as may be appropriate) claim damages from any of the Insured parties in circumstances of fraud, material misrepresentation, material non-disclosure or breach of any warranty or condition of this Policy each referred to in this clause as a Vitiating Act.
- (v) It is however agreed that a Vitiating Act committed by one insured party shall not prejudice the right to indemnity of any other insured party who has an insurable interest and who has not committed a Vitiating Act.
- (vi) Company hereby agree to waive all rights of subrogation which they may have or acquire against any insured party except where the rights of subrogation or recourse are required in consequence of or otherwise following a Vitiating Act in which circumstances Company may enforce such rights notwithstanding the continuing or former status of the vitiating party as an insured.
- (vii) The lenders, to the project hereby insured, shall not be entitled to any indemnity under this Policy for or arising from loss or damage in respect of which Company is by reason of a Vitiating Act no longer liable to indemnify any one or more other insured party.

15. MULTIPLE INSURED CLAUSE

If in any Section the Insured comprises of more than one party each operating as a separate and distinct entity, this Policy of Insurance shall, unless otherwise provided for in this Policy of Insurance, apply as if a separate policy had been issued to each of these parties provided always that the Insurer's overall liability

towards the parties that constitute the Insured in any Section shall not exceed the Sum Insured and any limits of indemnity specified in the Schedule to that Section.

Any payment made by the Insurer to any Insured Party as a result of an occurrence of loss or damage shall reduce, by the amount of that payment, the Insurer's liability towards all Insured Parties that constitute the Insured arising from that occurrence under this Policy of Insurance.

16. COVER FOR MOBILE AND PORTABLE EQUIPMENT OUTSIDE THE PREMISES

It is agreed and understood that, otherwise subject to the terms, exclusions, provisions and conditions contained in this Section - Boiler and Pressure vessels of the Policy or endorsed thereon, and subject to the Insured having paid the agreed extra premium this insurance shall be extended to cover loss or damage to the mobile and/or portable equipment as specified in the Policy schedule or

Item(s) No(s) ----- of the Policy Schedule, whilst stationary or in transit anywhere within the territorial limits specified in the Policy.

The insurers shall not be liable under this Endorsement for

- loss or damage occurring whilst the above items are unattended unless locked inside a building or vehicle
- loss or damage from any cause whatsoever whilst the above items are installed or carried in or on aircraft or aerial devices or waterborne vessels or craft.

(NOTE: Underwriter has discretion to delete the word 'While in Transit')

Deductible: As specified in the Policy Schedule

Section III UIN: IRDAN152CP0001V01202425/A0020V01202425

Section IV UIN: IRDAN152CP0001V01202425/A0035V01202425

Section V UIN: IRDAN152CP0001V01202425/A0049V01202425

17. TERRORISM DAMAGE INCLUSION ENDORSEMENT (APPLICABLE FOR SECTION III – ELECTRONIC EQUIPMENTS/ APPLIANCES)

Refer the wordings for Sabotage and Terrorism Damage Cover Endorsement (Material Damage Only) under Section I: Kotak Griha Raksha Plus as mentioned in the Policy Wordings

By way of this extension, We hereby delete the exclusion "Terrorism Damage Exclusion Warranty"

UIN: IRDAN152CP0001V01202425/A0021V01202425

SECTION VI - ALL RISK

1. GEOGRAPHICAL SCOPE - WORLDWIDE

It is hereby declared and agreed that in consideration of payment of additional premium specified in the Schedule, the relevant section of this policy is extended to provide worldwide coverage.

UIN: IRDAN152CP0001V01202425/A0050V01202425

2. MECHANICAL OR ELECTRICAL DERANGEMENT/BREAKDOWN

It is hereby declared and agreed that in consideration of payment of additional premium specified in the Schedule, the Mechanical or Electrical derangement/breakdown Exclusion Warranty of forming part of the mentioned policy stands deleted.

UIN: IRDAN152CP0001V01202425/A0051V01202425

3. 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.

4. FIRST LOSS BASIS CLAUSE

The Sum insured is on the First Loss Basis in proportion of ___% of 100% Sum Insured, amounting to a value as stated in the Schedule. It is further declared and agreed that in the event of the total value of items at risk at the time of loss being greater than the total value declared for purpose of this cover and incorporated in the Schedule, insured shall be considered as being their own insurer, for the difference, and shall bear a rateable share of the loss accordingly.

Subject otherwise to the coverage, terms and conditions and the claims procedure as incorporated in the Policy and endorsed hereon

UIN: IRDAN152CP0001V01202425/A0052V01202425

5. NEW FOR OLD BASIS CLAUSE

In the event of a loss the company shall indemnify the Insured for Replacement Value of the insured items by a new item of the same kind and same capacity without any allowance for wear and tear and/or depreciation provided the age of the damaged insured item does not exceed 5 Years.

In case the age of the damaged item exceeds 5 years the settlement shall be on the Replacement Value of the insured items as new at the time of damage less due allowance for betterment, wear and tear and/or depreciation or the value which can be realized from the market for such insured item immediately before occurrence of damage whichever is lower.

UIN: IRDAN152CP0001V01202425/A0053V01202425

6. TERRORISM DAMAGE COVER ENDORSEMENT

It is hereby declared and agreed that in consideration of payment of additional premium specified in the Schedule, the Terrorism Damage Exclusion Warranty forming part of the within mentioned policy stands deleted. The expression/s "terrorism and/or act of terrorism" shall have the same meaning/s as contained in Terrorism Damage Exclusion Warranty.

In case of Terrorism Damage being covered by Indian Market Terrorism Risk Insurance Pool (Pool), the Pool wordings as mentioned in Section I will replace the above wordings.

UIN: IRDAN152CP0001V01202425/A0054V01202425

SECTION VII- MONEY INSURANCE

1. CASH KEPT OVERNIGHT AT PROPRIETOR'S, PARTNER'S, DIRECTOR'S HOUSE DUE TO EXIGENCIES

On payment of additional premium and subject to limits set forth for Money in Safe, it is hereby declared and agreed that, this section of the policy stands extended to include loss of Money kept at Insured's/ Proprietor's/ Partner's/ Director's house, kept separately and away from personal cash/valuables during overnight due to situations such as continuous bank holiday or Riot & Strike preventing the Insured/such people from depositing the Money in bank. Subject otherwise to conditions set forth in the Policy including definition of Safe.

UIN: IRDAN152CP0001V01202425/A0055V01202425

2. ASSAULT RISKS

On payment of additional premium, it is hereby declared and agreed that the Policy extends to cover an injury occurring within twelve (12) months suffered by the:

Owner, partner, proprietor, director or Authorised Employee of the Insured, in the case of Money on Insured Premises or in transit, or during a Robbery/ Burglary/ House breaking/ Theft or attempted Theft and such injury is the sole cause of

- i) Death;
- ii) Total and permanent loss of sight in one or both eyes;
- iii) Total and permanent loss of one or both hands or feet;

The Company will, in respect of such injury, pay to the Insured or his or her legal representative, amount as mentioned in the Policy Schedule in respect of any one person and in the aggregate, for any one event.

However, no amount will be payable in respect of:

1. Death, attributable to, or consequent upon, or accelerated by; or
2. Disablement, aggravated by, attributable to, or consequent upon;
3. any pre-existing physical defect, illness or disease or injury.

UIN: IRDAN152CP0001V01202425/A0056V01202425

3. THEFT

On payment of additional premium, it is hereby declared and agreed that the Policy stands extended to include the Theft of Money in cash counter caused by persons other than cashiers/ Authorised Employees specifically entrusted with the responsibility of handling cash.
Subject otherwise to limits mentioned in the Policy

UIN: IRDAN152CP0001V01202425/A0057V01202425

4. DAMAGE TO SAFE

On payment of additional premium, it is hereby declared and agreed that the Policy stands extended to include damage to Safe caused by perpetrators in attempt to cause loss. The Claim under this cover is payable only subject to Claim for Cash in Safe being payable and up to maximum of 5% of limits set forth for cash in Safe and within overall limits as mentioned in the Policy Schedule specifically in respect of Cash in Safe.

Subject otherwise to limits mentioned in the Policy.

UIN: IRDAN152CP0001V01202425/A0058V01202425

5. INFIDELITY OF CASH CARRYING EMPLOYEES

On payment of additional premium, it is hereby declared and agreed that, the Policy stands extended to include loss of Money In Transit caused by infidelity acts of cash carrying Employees specifically entrusted with the responsibility of cash carrying and discovered within 30 days from the date of the transit or as mentioned in the Policy Schedule.

Subject, otherwise to the limits mentioned in the Schedule.

UIN: IRDAN152CP0001V01202425/A0059V01202425

6. LOSS OF PERSONAL EFFECTS OF EMPLOYEES

On payment of additional premium, it is hereby agreed and declared that, the Policy stands extended to include loss or damage to personal effects of Employees caused during the acts of Burglary or Housebreaking, Hold up covered under the Policy.

The maximum amount payable under this is limited to Rs, 10,000 per Employee and Rs. 30,000 maximum in all and the same being restricted to personal cash or damage to clothing of such affected Employee.

UIN: IRDAN152CP0001V01202425/A0060V01202425

7. TERRORISM DAMAGE COVER

7.1 Money in counter or Safe

On payment of additional premium, it is hereby declared and agreed that the Policy stands extended to pay for loss of Money in counter or Safe due to Act of Terrorism.

Subject otherwise to limits and terms and conditions, exclusions mentioned in the Policy and Schedule.

7.2 Money In Transit

On payment of additional premium, it is hereby declared and agreed that the Policy stands extended to pay for loss of Money in transit due to Act of Terrorism.

Subject otherwise to limits and terms and conditions, exclusions mentioned in the Policy and Schedule.

In case of Terrorism Damage being covered by Indian Market Terrorism Risk Insurance Pool (Pool), the Pool wordings as mentioned in Section I will replace the above wordings.

UIN: IRDAN152CP0001V01202425/A0061V01202425

8. USE OF DUPLICATE KEY

On payment of additional premium, it is hereby declared and agreed that the Policy stands extended to include loss of Money in Safe by use of duplicate key subject to below noted conditions:

- Safe keys or duplicate keys thereof at all times be kept in secured place and away from the portion of the Insured Premises in which such Safe is situated and always out of sight of the any one.
- At the material time of loss, the Safe is duly secured in all respects
- Such loss is not caused by any Insured/family members of the Insured or Employees of the Insured

UIN: IRDAN152CP0001V01202425/A0062V01202425

9. OFF ROLL/ CONTRACTOR'S EMPLOYEES

On payment of additional premium, it is hereby declared and agreed that the Policy extends to cover loss of Money In Transit, whilst carried by the Insured's Off roll Employees/ Contractor's Employees occasioned by Robbery, Theft or any other fortuitous cause.

Provided always that, the limit of the Company's liability for any one loss shall in no case exceed the amount specified against in the respective section in the said Schedule.

Subject otherwise to limits mentioned in the Policy and the terms, conditions, warranties and exclusions in the Policy.

UIN: IRDAN152CP0001V01202425/A0063V01202425

10. STRIKE, RIOT AND CIVIL COMMOTION

On payment of additional premium, it is hereby declared and agreed that the Policy stands extended to pay for loss of Money in counter or Safe due to Strike, Riot and Civil Commotion subject to no Employee or Insured or family members of insured being privy to it.

Subject otherwise to limits mentioned in the Policy.

UIN: IRDAN152CP0001V01202425/A0064V01202425

SECTION VIII- FIDELITY COVER

1. ADDITIONAL EXPENSES EXTENSION

It is hereby declared and agreed that in consideration of the premium charged under the Policy, and subject to the terms and conditions, the Insured will be indemnified towards expenses reasonably incurred towards substantiating the claim. The cover under this extension shall be up to 10% of the claim amount subject to

maximum of Rs.50, 000/- in respect of each and every claim. This extra benefit shall however not increase the amount insured.

Subject otherwise to the terms, conditions and exceptions of the Policy and endorsements, if any, thereon.

UIN: IRDAN152CP0001V01202425/A0065V01202425

2. CONTRACTUAL EMPLOYEE(S) EXTENSION

It is hereby declared and agreed that in consideration of the premium charged under the Policy and subject to the terms and conditions, the coverage under the Policy is extended to indemnify the Insured against any direct pecuniary loss sustained by reason of any act of fraud or dishonesty committed by any Contractual Employee(s) who are hired by the Insured to undertake any specific work and for a specific period of time at a specific pay.

Subject otherwise to the terms, conditions and exceptions of the Policy and endorsements, if any, thereon

UIN: IRDAN152CP0001V01202425/A0066V01202425

3. RETROACTIVE PERIOD

It is hereby declared and agreed that in consideration of payment of additional premium under this endorsement and subject to otherwise the terms and conditions of this Policy, the Company also agrees to indemnify the insured against any direct pecuniary loss sustained by reason of any act of fraud or dishonesty committed by any permanent employee(s) during the retroactive period mentioned on the policy schedule and discovered during the period of insurance of this policy provided that in such retroactive period, the insurance was continuously in force but in no event we shall be liable to pay any claim in respect of loss sustained prior to inception of the Original/first Policy.

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

UIN: IRDAN152CP0001V01202425/A0067V01202425

4. COVERAGE FOR FOREIGN EXCHANGE

It is hereby declared and agreed that in consideration of the premium charged under the Policy and subject to the terms and conditions, the coverage under the Policy is extended to indemnify the Insured against any direct pecuniary loss of foreign currency in possession of the Employee/Insured, sustained by reason of any act of fraud or dishonesty committed by any permanent Employee(s) of the Insured.

In the event of the claim, the same will be settled only in Indian currency and the Insured will be indemnified in respect of the loss with reference to the exchange rate prevailing as on the date of discovery of the loss.

Subject otherwise to the terms, conditions and exceptions of the Policy and endorsements, if any, thereon.

UIN: IRDAN152CP0001V01202425/A0068V01202425

SECTION XI- BAGGAGE

1. GEOGRAPHICAL SCOPE - WORLDWIDE

It is hereby declared and agreed that in consideration of payment of additional premium specified in the Schedule, the relevant section of this policy is extended to provide worldwide coverage.

UIN: IRDAN152CP0001V01202425/A0069V01202425

SECTION XIII- EMPLOYEE COMPENSATION

1. COVERAGE FOR MEDICAL EXPENSES

In consideration of the payment of additional premium, it is hereby understood and agreed that this Policy is extended to cover Insured's liability towards medical expenses for treatment of Injury arising out of accident in respect of which indemnity granted under this policy otherwise applies.

Provided always that, the liability of the Company under this endorsement shall be limited to Rs. (the limit specified in the Schedule) in respect of each Employee per accident and the aggregate liability of the Company for all accidents during the Period of Insurance to Rs. (the limit specified in the Schedule)

Subject to otherwise to the terms, provisions and conditions of the within Policy.

UIN: IRDAN152CP0001V01202425/A0070V01202425

2. COVERAGE FOR OCCUPATIONAL DISEASES

In consideration of the payment of additional premium, it is hereby understood and agreed that the indemnity herein granted is extended to cover the legal liability of the Insured to the Employee for Occupational Diseases solely and directly contracted due to employment under the Insured in the Business in respect of which the within policy is granted.

Provided always that, the liability of the Company under this endorsement shall be limited to Rs. (the limit specified in the Schedule) in respect of each Employee and in the aggregate for all Employees during the Period of Insurance to Rs. (the limit specified in the Schedule)

Subject to otherwise to the terms, provisions and conditions of the within Policy.

UIN: IRDAN152CP0001V01202425/A0071V01202425

3. COVERAGE FOR CONTRACTORS WORKERS/ EMPLOYEES

In consideration of the payment of additional premium, it is hereby understood and agreed that the indemnity herein granted is extended to cover the legal liability of the Insured to the Employees in the employment of Contractors performing work for the Insured while engaged in the Business in respect of which the within Policy is granted, but only so far as regard claims under the Employees Compensation Act, 1923, and subsequent amendments of said Act prior to the date of the issue of this Policy.

Contractor's Name
Registered Address:

Sr. No.	Description of work done by Employees	Declared Number of Employees	Declared Wages/ Contract Value during the Period of Insurance	Place or Places of Employment

Subject to otherwise to the terms, provisions and conditions of the within Policy.

UIN: IRDAN152CP0001V01202425/A0072V01202425

4. COVERAGE FOR LEGAL LIABILITY UNDER THE FATAL ACCIDENTS ACT, 1855

In consideration of the payment of additional premium, it is hereby understood and agreed that the indemnity herein granted is extended to cover the legal liability of the Insured to the Employee under the Fatal Accidents Act, 1855 caused solely and directly due to employment under the Insured in the Business in respect of which the within policy is granted.

Subject to otherwise to the terms, provisions and conditions of the within Policy.

UIN: IRDAN152CP0001V01202425/A0073V01202425

5. COVERAGE FOR TERRORISM

In consideration of the payment of additional premium, it is hereby understood and agreed that this Policy is extended to cover the legal liability of the Insured to the Employee by accident directly or indirectly caused by or arising from or in consequence of or attributable to 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 cover, an act of terrorism means an act or series of acts, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), or unlawful associations, recognized under Unlawful Activities (Prevention) Amendment Act, 2008 or any other related and applicable national or state legislation formulated to combat unlawful and terrorist activities in the nation for the time being in force, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear for such purposes.

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

Subject to otherwise to the terms, provisions and conditions of the within Policy.

UIN: IRDAN152CP0001V01202425/A0074V01202425

SECTION XIV- PUBLIC LIABILITY

1. 72 HOURS SUDDEN & ACCIDENTAL POLLUTION EXTENSION

This insurance does not apply to Personal Injury or Bodily Injury or financial loss or loss of, damage to, or loss of use of Property directly or indirectly arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acid, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water, but this exclusion does not apply if such discharge, dispersal, release or escape meets all six of the following conditions:

1. the discharge, dispersal, release or escape must be neither expected nor intended by the Insured, and
2. the beginning of the discharge, dispersal, release or escape must take place during the policy period, and
3. the discharge, dispersal, release or escape must be physically evident to the Insured or other parties within 72 hours of the beginning of the discharge, dispersal, release or escape, and
4. the initial Bodily Injury or Property Damage caused by the discharge, dispersal, release or escape must be ensue within 72 hours of the beginning of the discharge, dispersal, release or escape.
5. Is indemnified in not more than one annual period of original insurance
6. Notwithstanding anything to the contrary in condition 4, Insured's duties in the event of occurrence, claim or lawsuit, or any other policy conditions, all claims made against the Insured under this coverage must be reported to the company as soon as practicable but not later than 30 days after termination of the policy.

The term release includes, but is not limited to any of the following: spilling, leaking, pumping, pouring, emitting, emptying, injection, dumping or disposing.

If the Insured and the company should disagree with regard to when a discharge, dispersal, release or escape begins or becomes evident, the burden of proving that all 6 enumerated conditions are met rests with the Insured, at the Insured's own expense. Until such proof is accepted by the Company, the Company may, but not obligated to, defend any claim.

This clause shall not extend this Insurance to cover any liability which would not have been covered under this Insurance had this clause not been attached, except in so far as detailed herein.
Any Liability arising from Outside India with regards to Pollution is purely excluded

This endorsement is granted in consideration of additional premium subject otherwise to the terms, exceptions, conditions and limitations of the within mentioned policy.

Subject otherwise to the terms, conditions and exceptions of the Policy and endorsements if any thereon.

UIN: IRDAN152CP0001V01202425/A0075V01202425

2. AOG PERILS ENDORSEMENT

Notwithstanding anything herein contained to the contrary, it is agreed and declared that the coverage under the Policy is extended to cover Loss arising out of or in connection fire, explosion, earthquake, earth-tremor, volcanic eruption, flood, storm, tempest, typhoon, hurricane, tornado, cyclone or other similar convulsions of nature and atmospheric disturbance at the Insured 's premises and claims made during the policy period subject to limit of indemnity not exceeding the following which shall form part of the overall limit of indemnity as mentioned in the Schedule of the Policy.

This extension of coverage does not increase the Sum Insured provided in the Policy.

Subject otherwise to the terms, conditions and exceptions of the Policy and endorsements if any thereon.

UIN: IRDAN152CP0001V01202425/A0076V01202425

3. LIFTS, HOISTS, ESCLATORS & ELEVATORS - PUBLIC USE

Notwithstanding anything herein contained to the contrary, it is agreed and declared that the coverage under the Section is extended to cover Loss in respect of the use of any lift, hoist, escalator or elevator in the premises or for which the Insured is responsible whilst such are being utilized by members of the public.

It is a condition precedent to the Company's liability that the Insured should comply with any Act or statute of the government or government recognized authority or authorized local authority which are applicable to the provisions of this endorsement.

Subject otherwise to the terms, conditions and exceptions of the Policy and endorsements if any thereon.

UIN: IRDAN152CP0001V01202425/A0077V01202425

4. MEDICAL PAYMENTS

Notwithstanding anything herein contained to the contrary, it is agreed and declared that the coverage under the Section is extended to cover Medical Expenses claimed by a third party as described below for accidental physical Injury to that third party on the premises or on ways next to the Premises in connection with the Business of the Insured not exceeding the amount stated below:

Any one person:

Aggregate during the policy period:

provided that the insurer will pay:

1. Medical Expenses which are incurred and reported within 12 months from the date of the accident, and
2. The injured person subjects himself to examination, at the company's expense, by physicians of the company's choice as often as they may reasonably require.

Definitions

1. Medical Expenses Reasonable expenses for:
 - a. Necessary first aid at the time of an accident
 - b. Necessary medical, surgical, x-ray and dental services, including prosthetic devices, and
 - c. Necessary ambulance, hospital, professional nursing and funeral services.

This extension does not cover any Claim directly or indirectly caused by or which arises out of or in connection with or is attributable in any way to the following:

1. To the Insured or any of his Employees
2. To a person, whether or not the Insured's Employee, who at the time of the accidental Injury is entitled to benefits under any Worker's Compensation or disability benefits law or similar law

3. To a person taking part in athletics
4. To a person injured on that part of the premises the Insured owns or rents that the person normally occupies.

This extension of coverage does not increase the Sum Insured provided in the Policy.

Subject otherwise to the terms, conditions and exceptions of the Policy and endorsements if any thereon.

UIN: IRDAN152CP0001V01202425/A0078V01202425

5. SWIMMING POOL EXTENSION

Notwithstanding anything herein contained to the contrary, it is agreed and declared that the coverage under the Section is extended to cover Loss in respect of the following facilities provided by the Insured or on his behalf at his premises:

1. Swimming pool, hot tub, jacuzzi
2. Saunas or steam bath
3. Gym, fitness centres, health clubs and spas.

However this endorsement does not cover any claim directly or indirectly caused by or which arises out of or in connection with or is attributable in any way to recreational sports and hazardous activities.

This extension of coverage does not increase the Sum Insured provided in the Policy.

Specific Conditions

It will be a condition precedent to any liability under the Policy that:

1. Experienced life guards will be available at all times when the swimming pool is operational unless the depth of the pool does not exceed 1 meter at any point
2. Experienced trainers will be available at all times when the gym, health or fitness centres and spas are operational
3. The swimming pool, health clubs and other facilities will be maintained in a hygienic and amenable condition when in use.

Subject otherwise to the terms, conditions and exceptions of the Policy and endorsements if any there

UIN: IRDAN152CP0001V01202425/A0079V01202425

6. TERRORISM LEGAL LIABILITY EXTENSION

a) We agree to pay those sums that the insured becomes legally obligated to pay as damages because of

- i) bodily injury or
- ii) property damage

that is caused by terrorism and to which this insurance applied. We will have the right and duty to defend the insured against any suit seeking those damages. However we will have no duty to defend the insured against any suit seeking damages for bodily injury or property damage to which this insurance does not apply. We may, at our discretion, investigate any occurrence and settle any claim or suit that may result,

But

1) The amount we will pay for damages pursuant to terrorism is limited to any one occurrence and in the aggregate. For the avoidance of doubt, limit applicable to terrorism is a component of, and payments made thereunder shall erode, the General Aggregate Limit of the Policy.

2) Our defense obligation pursuant to terrorism is limited to any one occurrence and in the aggregate. This limit is a component of, and shall erode, the Limit applicable to terrorism described in (1) above.

3) Our duty to defend applies only to those countries in the coverage territory where legal circumstances permit us to defend. In those countries in the coverage territory where legal circumstances do not permit us to defend, we will reimburse you for your defense cost, subject to our prior authorization as well as paragraph 2 above

b) This insurance applies to bodily injury and property injury damage only if:

1) The bodily injury or property damage is caused by an occurrence that involves terrorism and that takes place in the coverage territory;

2) The bodily injury or property damage occurs during the policy period; and

3) Any claim or suit is made or brought in the coverage territory

UIN: IRDAN152CP0001V01202425/A0080V01202425

Section XV- DIRECTORS AND OFFICERS LIABILITY

1. ADVANCEMENT OF DEFENCE COSTS

Notwithstanding anything herein contained to the contrary, it is agreed and declared that in respect of any Claim or Inquiry, the Insurer shall pay Defence Costs or Legal Representation Expenses on behalf of the Insured on an as incurred basis prior to final disposition or adjudication, the advancement of Defence Costs or Legal Representation Expenses as provided under this policy will be made within thirty (30) days of receipt of an invoice by the Insurer.

UIN: IRDAN152CP0001V01202425/A0081V01202425

2. CORPORATE MANSLAUGHTER

Insurer shall pay the Cost of Insured with respect to any proceeding brought against them for Corporate Manslaughter.

Corporate Manslaughter means a gross breach of duty of care causing the death of another person.

UIN: IRDAN152CP0001V01202425/A0082V01202425

3. COUNSELLING SERVICES EXTENSION

In addition to the Limit of Liability, the Insurer will pay to or on behalf of each Insured, up to the Counselling Services Extension Limit all reasonable fees, costs and expenses of an accredited psychiatrist, psychologist or counsellor chosen by the Insured at his/her own discretion with the prior written consent of the Insurer, not to be unreasonable withheld or delayed, to treat stress, anxiety or such similar medical conditions resulting from a Claim against, or Inquiry compelling attendance by, such Insured.

The sub-limit for this cover is the amount shown in the Schedule in the aggregate per Policy Period for each Insured, up to a total aggregate amount in the Policy Period as shown in the Schedule, for all Loss in respect of all Insured for all Claims and Inquiries.

The cover provided by this extension is in addition to, and not part of, the Limit of Liability and applies excess over any other insurance providing similar cover and indemnification available from any other source.

UIN: IRDAN152CP0001V01202425/A0083V01202425

4. EMERGENCY COST ADVANCEMENT

If Defence Costs or Legal Representation Costs are incurred by an Insured, prior to receiving the written consent of the Insurer, the Insurer agrees to give retrospective approval for such amounts incurred by the Insured to the point in time when the Insured could reasonably have sought the Insurer's written consent.

The Company or the Insured shall give written notice to the Insurer of the Claim or Inquiry which was the subject of the emergency as soon as practicable, together with reasons why an emergency existed.

The sub-limit for this cover is the amount shown in the Schedule in the aggregate for all Defence Costs and Legal Representation Costs.

Notwithstanding above, if it is established that there is no entitlement to indemnity under the Policy for the specific Defence Costs, Legal Representation Costs, such amounts shall be repaid to the Insurer immediately.

EMERGENCY COST means Defence Costs or Legal Representation Costs agreed by the Insurer in accordance with this extension.

UIN: IRDAN152CP0001V01202425/A0084V01202425

5. EMPLOYEE PRACTICE LIABILITY COVER

The Insurer will pay the Loss, up to the sub-limit specified in the Schedule, due to an Employee Practices Violation by an Insured arising from a Claim first made against the Company during the Policy Period and notified to the Insurer as required under the Policy, provided that such Claim is also made and continuously maintained against at least one Insured Person of the Company.

For the purpose of this Extension,

1. Loss shall not include:

(a) any obligation pursuant to any law or any regulation in any jurisdiction in respect of workers' compensation, disability benefits, redundancy or unemployment benefits or compensation, unemployment insurance, retirement benefits, social security benefits or any similar law or regulation whatsoever; or

(b) (i) front pay, future loss, future damages or future economic relief, or(ii) any employment-related benefits (other than back pay) to which the claimant would have been entitled as an employee had the Insured provided the claimant with continuance, reinstatement or commencement of employment;

(c) any liability or costs incurred by any Insured to modify any building or property in order to make such building or property more accessible or accommodating to any disabled person.

The Insurer shall not be liable to make any payment under this Extension, resulting directly or indirectly from an Employee Practices Violation alleging, arising out of, based upon or attributable to:

(a) any written demand made, or any suit or other pending proceeding, order, decree or judgment entered, against any Insured Person on or prior to the Retroactive Date specified in the Schedule, or alleging the same or essentially the same facts, circumstances or situation underlying or alleged therein;

(b) any actual or alleged liability of an Insured Person under any express employment contract or agreement; provided, however, that this exclusion shall not apply if the Insured Person would have had such liability even in the absence of such contract or agreement;

(c) a criminal, administrative or other disciplinary proceeding against the Company; provided, however, that this exclusion shall not apply to any claim made before an industrial tribunal.

UIN: IRDAN152CP0001V01202425/A0085V01202425

6. INSURED VS INSURED COVER

The Insurer will pay the Defence Costs, up to the sub-limit specified in the Schedule for this Extension, incurred due to a Wrongful Act of an Insured Person arising from a Claim first made against the Insured Person during the Policy Period and notified to the Insurer as required under the Policy, which is based upon, arising out of, or in any manner involving, or is made by or on behalf of or with the involvement, intercession, support or solicitation of an Insured.

UIN: IRDAN152CP0001V01202425/A0086V01202425

7. INTELLECTUAL PROPERTY COVER

The Insurer will pay the Defence Costs, up to the sub-limit specified in the Schedule, due to a Wrongful Act of an Insured Person arising from a Claim first made against the Insured Person during the Policy Period and notified to the Insurer as required under the Policy, relating to any actual or alleged infringement of a copyright, trademark, patent and/or other form of intellectual property, passing off or plagiarism.

UIN: IRDAN152CP0001V01202425/A0087V01202425

8. INTERPRETIVE COUNSEL

The Insurer will pay the reasonable costs fees and expenses incurred by Insured in appointing counsel in the jurisdiction in which Insured are based to interpret any advice received from counsel in a foreign jurisdiction for a Wrongful Act in response to a Claim made in that jurisdiction; and the reasonable costs of any translation needed to obtain such advice. Provided that Insured must obtain consent of Insurer before appointing any such counsel.

UIN: IRDAN152CP0001V01202425/A0088V01202425

9. LIBEL AND SLANDER

The Policy shall extend to include libel or slander by reason of words written or spoken by an Insured Person as a Wrongful Act under the Policy, provided that:

- (a) the Insurer will pay the Loss which is covered as a result of this Extension only upto to the sub-limit specified in the Schedule;
- (b) the Insurer will not pay any Loss arising out of a Claim involving criminal proceedings against the Insured Person under any jurisdiction.

UIN: IRDAN152CP0001V01202425/A0089V01202425

10. MITIGATION COSTS

Insured may request advice in relation to any Circumstance notified in accordance with this Certificate as to their legal position in relation to the same and in relation to any steps that might be taken or be appropriate to avert or minimise the risk of a Claim arising from such Circumstance. Insurer agree to pay the cost of obtaining any such advice from a lawyer retained by Insured with Insurers consent up to the limit as specified in the Schedule. Any such Costs will be regarded as part of the defence Costs of any subsequent Claim.

(a) The cover provided under this Extension shall be excess of any indemnification provided by the Outside Entity or any valid and collectible insurance in respect of the Loss that becomes covered as a result of this Extension;

(a) The Insurer will pay the Loss which is covered as a result of this Extension only upto to the sub-limit specified in the Schedule.

Outside Director shall mean an Insured Person who at the specific written request of the Company is a director, officer, trustee, governor or equivalent of any Outside Entity in their capacity as such;

UIN: IRDAN152CP0001V01202425/A0090V01202425

11. PUBLIC RELATIONS COVER

In the event that the Insured reasonably considers that the services of a public relations consultancy are required urgently in order to prevent or minimise the risk of a Claim which would be covered under the Policy then the Insurer will reimburse the reasonable fees and costs of a public relations consultancy instructed for this purpose up to the sub-limit specified in the Schedule.

This Extension will only be available if and when full written details of the risk or expected Claim and the steps taken by the Insured are provided to the Insurer within 30 days of the Insured's knowledge of the incident which requires the appointment of the public relations consultancy.

UIN: IRDAN152CP0001V01202425/A0091V01202425

12. RETIRED DIRECTORS AND OFFICERS

The Insurer agrees to indemnify any Retired Directors or Officers for Claims made against, or Inquiries involving, such persons during the period of 84 months immediately following the expiry of this Policy Period, but only to the extent that such Claims are for Wrongful Acts and Inquiries occurring prior to the effective date of termination or non-renewal, provided that:

- (i) this Policy is not renewed or replaced with any other policy affording Directors and Officers or management liability cover;
- (ii) a Discovery Period is not invoked;
- (iii) a Transaction has not taken place; and,
- (iv) External Administrator's appointment has not taken place.

UIN: IRDAN152CP0001V01202425/A0092V01202425

13. SPOUSAL, LEGAL REPRESENTATIVES/ HEIR/ ESTATE

The Insurer will pay for financial losses as arise from or due to the consequence of any claim made against:

- I. Lawful spouse or domestic partner of the policyholder
- II. Estates, heirs or legal representative of the policyholder; arising solely out of a wrongful act by Insured and made solely against such person, estate or its respective capacity as the spouse, estate, heir or legal representative of the Insured

However, the Insurer will cover estate and legal representative only if they observe all the terms and conditions under the policy.

UIN: IRDAN152CP0001V01202425/A0093V01202425

TERRORISM DAMAGE COVER (SECTION WHEREVER THE SAME IS APPLICABLE UNLESS MENTIONED IN THE SPECIFIC SECTION)

A. TERRORISM DAMAGE INCLUSION ENDORSEMENT (*)

Refer the wordings for Sabotage and Terrorism Damage Cover Endorsement (Material Damage Only) under Section I: Kotak Griha Raksha Plus as mentioned in the Policy Wordings

By way of this extension, the exclusion "Terrorism Damage Exclusion Warranty" stands deleted

UIN: IRDAN152CP0001V01202425/A0094V01202425

B. TERRORISM DAMAGE COVER ENDORSEMENT

Attached to and forming part of the Policy No.____

It is hereby declared and agreed that in consideration of payment of additional premium specified in the Schedule, the Terrorism Damage Exclusion Warranty forming part of the within mentioned policy stands deleted. The expression/s "terrorism and/or act of terrorism" shall have the same meaning/s as contained in Terrorism Damage Exclusion Warranty.

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