

## KOTAK PROPERTY SHIELD PACKAGE POLICY

### POLICY WORDINGS

Whereas the Insured has made to Kotak Mahindra General Insurance Company Ltd. (hereinafter called the “Company”), a proposal which is hereby agreed to be the basis of this Policy and has paid the premium specified in the Schedule, now the Company agrees, subject always to the following terms, conditions, exclusions, and limitations, to indemnify the Insured in excess of the amount of the Deductible and subject always to the Sum Insured and/ or Limit of Indemnity against such loss as is herein provided.

### COVERAGE

On the happening of any insured event as provided for hereunder arising during the Policy Period and notified as prescribed, the Company will make payment as provided for under each Section but only up to the Sum Insured or Limit of Indemnity as specified in the Schedule against each Section or each sub-limit of the Sum Insured or the Limit of Indemnity, as the case may be.

### SECTION I - KOTAK PROPERTY SHIELD

You chose this Kotak Property Shield Policy and applied to Us for insurance covers of Your choice. You paid Us the premium and gave Us information about Yourself, Your Business and Your Property. Based on Your confirmation that this information is true and correct, and in return of accepting the Premium You have paid Us, We promise to provide You insurance as stated in this Policy Document and the Policy Schedule attached to it.

#### Clause A. This Policy and the Insurance Contract

1. **Your Policy:** This **Kotak Property Shield** Policy is a contract between You and Us as stated in the following:
  - i. This Policy document;
  - ii. The Policy Schedule attached to this Policy document;
  - iii. Any Endorsement attached to and forming part of this Policy document;
  - iv. Any Add-on to this Policy that You may have purchased from Us;
  - v. The proposals and all declarations made by You or on Your behalf;
2. **To whom this Policy is issued and what it covers**
  - i. This Policy is issued to You and covers Your Insured Property relating to Your Business as mentioned in the Policy Schedule where the total value at risk across all Insurable Asset classes at one location does not exceed ₹ 50 Crore (Rupees Fifty Crore) at the policy Commencement Date

Provided, if the value at risk for all Insurable Assets exceeds ₹ 50 Crore during the Policy Period, this policy shall, on expiry, be replaced by the applicable policy.

- ii. If more than one person is insured under this policy, each of You is a joint policyholder. Any notice or letter We give to any of You will be considered as given to all of You. Any request, statement, representation, claim or action of any one of You will bind all of You as if made by all of You.
- iii. If You have mortgaged, pledged or hypothecated any Insured Property with a Bank, the Policy Schedule will show an ‘Agreed Bank Clause’ and the name of such Bank. The terms and conditions of this arrangement will be added to this Policy as an additional Clause.

**3. The Policy Schedule:** The Policy **Schedule** is an important document about Your insurance cover. It shows:

- i. Your personal details,
- ii. the Policy Period,
- iii. the description of Your Insured Property,
- iv. the total Sum Insured, the Sum Insured for each cover, or for each block, set or category of Insured Property, and its limits and sub-limits for each and every location,
- v. the insurance covers You have purchased,
- vi. the Premium You have paid for these insurance covers,
- vii. Add-on covers opted by You,
- viii. other important and relevant aspects and information.

**4. Special Meanings of certain words:** Words stated in the table below have a special meaning throughout this Policy, the Policy Schedule and Endorsements. These words with special meaning are stated in the Policy with the first letter in capitals.

<i>Word/s</i>	<i>Specific meaning</i>
<b>Agreed Value</b>	An amount agreed between You and Us at the policy Commencement Date for items, the value of which cannot be ascertained.
<b>Bank</b>	A bank or any financial institution
<b>Building</b>	Any building or structure in Your Premises where You carry on Your Business. It includes: <ul style="list-style-type: none"> <li>a. Basement (if any), all fixtures and fittings permanently attached to the floor, walls or roof like electrical wiring, antennas etc.</li> <li>b. The following ‘additional structures’ located on Your Premises and used for Your Business, that are shown in the Policy Schedule:               <ul style="list-style-type: none"> <li>i. garage, out-houses, security sheds, towers, verandah or porch, tanks, compound walls, retaining walls, fences, gates and internal roads,</li> <li>ii. lifts, hoists,</li> <li>iii. solar panels, wind turbines and air conditioning systems, central heating systems, security systems and cameras, electrical installations, fire alarm, fire sprinkler systems, power lines, power installations,</li> <li>iv. water, gas and sewage pipeline within Your premises or</li> <li>v. any other structure shown in the Policy Schedule.</li> </ul> </li> </ul>

<b>Business</b>	Your commercial enterprise, trade or profession as shown in the Policy Schedule.
<b>Commencement Date</b>	It is the date and time from which the Insurance Cover under this Policy begins. It is shown in the Policy Schedule.
<b>Contents</b>	Those articles or things in Your Premises that are not permanently attached or fixed to the structure of Your Premises.
<b>Endorsement</b>	A written amendment to the Policy that We make (additions, deletions, modifications, exclusions or conditions of an insurance Policy) which may change the terms or scope of the original policy.
<b>Excess</b>	It is the amount that You must bear in each and every claim before We become liable to pay.
<b>Insurable Assets</b>	All Buildings, Plant and Machinery, Furniture, Fixture and Fittings, Stock and all other Contents which, for the purposes of Your Business on any one location, You own, or hold as tenant or occupant, or hold in trust or on commission, or are legally responsible for as part of Your trade, even if You have not taken insurance cover for any of them.
<b>Insured Property</b>	The Building, Plant and Machinery, Furniture, Fixture and Fittings, Stocks and any other Contents that are declared and insured by You under this Policy, and are located in Your Premises unless specifically stated in this Policy. The Insured Property is shown in the Policy Schedule.
<b>Kutchra Construction</b>	Building(s) having walls and/or roofs of wooden planks/thatched leaves and/or grass /hay of any kind/ bamboo /plastic cloth/ asphalt/ canvas/ tarpaulin and the like.
<b>Market Value</b>	Market Value means new Replacement/Reinstatement Value minus depreciation reckoned as on the date of loss.
<b>Money</b>	Cash, bank and currency notes, credit cards, telephone cards, cheques, crossed bankers' drafts, postal orders, luncheon vouchers, current postage stamps, trading stamps, National Savings Certificates, Premium Bonds, credit sales vouchers or receipts, unexpired units in franking machines, gift tokens and consumer redemption vouchers belonging to You or for which You are responsible.
<b>Partial Loss</b>	Any loss other than Total Loss.
<b>Plant and Machinery</b>	All equipment, machinery, pipes and cables, spares, computers, servers and preloaded licensed system software located within any structure or in the open area of Your Premises. It includes i. machines under repair, ii. machines taken on hire or lease, or through any system of purchase of goods, iii. foundation, bedding or setting of the machines, or iv. accessories of machines.
<b>Policy Period</b>	Policy period means the period commencing from the effective date and time as shown in the Policy Schedule and terminating at Midnight on the expiry date as shown in the Policy Schedule or on the termination of or the cancellation of insurance as provided for in <b>Clause G (III)</b> of this policy, whichever is earlier.

<b>Policy Schedule</b>	The document accompanying and forming part of the Policy that gives Your details and of Your insurance cover, as described in <b>Clause A (3)</b> of this Policy.
<b>Premium</b>	The premium is the amount You pay Us for this insurance. The Policy Schedule shows the amount of premium for the Policy Period and all other taxes and levies.
<b>Pucca Construction</b>	Construction other than Kutcha Construction.
<b>Reinstatement/ Replacement</b>	<p>Reinstatement/Replacement is defined as:</p> <ul style="list-style-type: none"> <li>i. the reconstruction of buildings or replacement of other property lost or destroyed.</li> <li>ii. the repair or partial replacement of property damaged.</li> </ul> <p>In either case, to a condition substantially the same as but not superior, better or more extensive than its condition if it were new on the date it is damaged or destroyed.</p>
<b>Reinstatement/ Replacement Value</b>	This is the amount at which the Insured Property can be reinstated or replaced by a similar property, without deducting depreciation, and to the extent required to bring that Property to a condition substantially the same as, but not superior, better or more extensive than its condition if it were new on the date it is damaged or destroyed.
<b>Stocks</b>	<p>Any stock of goods or merchandise.</p> <p>It may be:</p> <ul style="list-style-type: none"> <li>i. Finished goods, semi-finished goods, stock in process, stock invoiced and ready for dispatch,</li> <li>ii. Raw materials, packing materials, or</li> <li>iii. Stock held in trust for which You are responsible.</li> <li>iv. Stock in Open in the Insured Premises</li> </ul>
<b>Sum Insured</b>	The amount shown as Sum Insured in the Policy Schedule. It represents Our maximum liability for each cover or part of cover and for each loss, as applicable.
<b>Total Loss</b>	A situation where the Insured Property or item is completely destroyed, lost, or damaged beyond retrieval or repair, or the cost of repairing it, is more than the Sum Insured of that item or in total.
<b>We, Us, Our, Insurer</b>	Kotak Mahindra General Insurance Company Ltd that has provided Insurance Cover under this Policy; of the Company.
<b>You, Your, Insured</b>	The Insured Person/s, Company or other entity shown in the Policy Schedule who has/have purchased insurance cover under this Policy; of such Insured Person/s.
<b>Your Premises</b>	The premises in which You carry on Business that is occupied by You for the purposes of Business declared to Us and is reflected in the Policy Schedule

**Clause B. Insured Events**

**COVER 1: PROPERTY DAMAGE (Mandatory Section)**

We give insurance cover for physical loss or damage, or destruction caused to Insured Property by the following unforeseen events occurring during the Policy Period.

The events covered are given in Column A and those not covered in respect of these events are given in Column B.

	<b>Column A</b>	<b>Column B</b>
	<b>We cover</b> physical loss or damage, or destruction caused to the Insured Property by	<b>We do not cover</b> for loss or damage, or destruction caused to the Insured Property by
1.	Fire	caused by a. its undergoing any heating or drying process, or b. burning of Insured Property by order of any Public Authority. c. its own fermentation, or natural heating or spontaneous combustion
2	Explosion or Implosion	a. caused to boilers, economizers or other vessels, machinery or apparatus in which steam is generated, or their contents, resulting from their own explosion or implosion, or b. caused by centrifugal forces.
3	Lightning	-
4	Subsidence of the land on which Your Premises stand, Landslide, Rockslide	caused by a. 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, or e. demolition, construction, structural alterations or repair of any property, or ground works or excavations.
5	Bush fire	-
6	Impact damage of any kind, i.e., damage caused by impact of, or collision caused by, any external physical object (e.g. vehicle, falling trees, aircraft, wall etc.),	a. caused by pressure waves caused by aircraft or other aerial or space devices travelling at sonic or supersonic speeds. b. caused by vehicle, animal or aircraft belonging to or owned by Insured or their employee while acting in the course of employment
7	Missile testing operations	-
8	Bursting or overflowing of water tanks, apparatus and pipes,	-

9	Leakage from automatic sprinkler installations.	<ul style="list-style-type: none"> <li>a. repairs or alterations in the Building in which Your Business is located,</li> <li>b. repairs, removal or extension of any sprinkler installation, or</li> <li>c. defects in the construction known to You.</li> </ul>
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**COVER 2: SPONTANEOUS COMBUSTION**

We give insurance cover for physical loss or damage, or destruction caused to Insured Property by Spontaneous Combustion occurring during the Policy Period.

This cover will be available only if it is opted and mentioned in Your Policy Schedule.

**Specific Exclusion Applicable to this section**

We do not cover for loss or damage, or destruction caused to the Insured Property by

- 1. its undergoing any heating or drying process, or
- 2. burning of Insured Property by order of any Public Authority.

**COVER 3: STFI COVER**

We give insurance cover for physical loss or damage, or destruction caused to Insured Property by Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Tsunami, Flood and Inundation excluding those resulting from earthquake, Volcanic eruption or other convulsions of nature occurring during the Policy Period.

This cover will be available only if it is opted and mentioned in Your Policy Schedule.

If You have opted for this Cover, point no. 17 as provided under “Clause D – Exclusions” shall stand deleted.

**COVER 4: EARTHQUAKE COVER**

We give insurance cover for physical loss or damage, or destruction caused to Insured Property by Earthquake, Volcanic Eruption or other convulsion of nature occurring during the Policy Period. This cover will be available only if it is opted and mentioned in Your Policy Schedule.

If Cover 3 – STFI Cover is opted and mentioned in Your Policy Schedule, this Cover will cover loss or damage (including loss or damage by fire) to any of the property Insured by this policy occasioned by or through or in consequence of earthquake including flood or overflow of the sea, lakes, reservoirs and rivers and/or Landslide/Rockslide resulting there from.

If Cover 3 – STFI Cover is not opted, this Cover will cover loss or damage (including loss or damage by fire) to any of the property Insured by this policy occasioned by earthquake including Landslide/Rockslide resulting there from but excluding flood or overflow of the sea, lakes, reservoirs and rivers caused by earthquake.

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

### **Special conditions Applicable to this Cover**

1. If You have opted for this Cover, point no. 18 as provided under “Clause D – Exclusions” shall stand deleted.
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.
3. In the event of the Insured making any claim for loss or damage under this policy, the onus of proof must be on the Insured to prove (if so, required by the Company) that the loss or damage was occasioned by or through or in consequence of earthquake.

### **COVER 5: FOREST FIRE AND JUNGLE FIRE**

We give insurance cover for physical loss or damage, or destruction caused to Insured Property by the forest fire and jungle fire, occurring during the Policy Period.

This cover will be available only if it is opted and mentioned in Your Policy Schedule.

### **COVER 6: RIOT, STRIKES, MALICIOUS DAMAGES**

We give insurance cover for physical loss or damage, or destruction caused to Insured Property by Riot, Strikes and Malicious Damage, occurring during the Policy Period.

This cover will be available only if it is opted and mentioned in Your Policy Schedule.

### **Specific Exclusion Applicable to this Cover**

We do not cover for loss or damage, or destruction caused to the Insured Property by

1. total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind,
2. temporary or permanent dispossession, confiscation, commandeering, requisition or destruction by order of the government or any lawful authority, or
3. temporary or permanent dispossession of any Building by unlawful occupation by any person

### **COVER 7: TERRORISM**

We give insurance cover for physical loss or damage, or destruction caused to Insured Property by the Act of Terrorism occurring during the Policy Period.

This cover will be available only if it is opted and mentioned in Your Policy Schedule.

Coverage and exclusions under this section will be as per Terrorism clause attached.

If You have opted for this Cover, point no. 19 as provided under “Clause D – Exclusions” shall stand deleted.

### **COVER 8: THEFT AFTER AN INSURED PERIL**

We give insurance cover for physical loss or damage, or destruction caused to Insured Property by Theft within 7 days from the occurrence of and proximately caused by any of the Insured Events mentioned in the above sections as opted and mentioned in Policy Schedule.

This cover will be available only if it is opted and mentioned in Your Policy Schedule.

#### **Specific Exclusion Applicable to this Cover**

1. We do not cover for loss or damage, or destruction due to theft of any article or anything located outside Your Premises, or of any article or anything attached from the outside of the outer walls or the roof of Your Premises, unless securely mounted.

If You have opted for this Cover, point no. 20 as provided under “Clause D – Exclusions” shall be deleted to the extent of coverage provided under this section.

### **COVER 9: INBUILT COVERS**

If We agree to pay Your claim for loss or damage to Insured Property covered under Cover 1 to Cover 8, We will also pay for the following loss or damage and expenses.

#### **9.1 Additions or Alterations**

We cover Buildings, Plant, Machinery, and Furniture and Fittings, or other Contents which You will erect, or acquire, or for which You will become responsible, after the Commencement Date, in the Insured Premises. We will pay, for that item as follows:

- i. You inform Us of the item so erected or acquired within 7 (seven) days of it becoming known to You,
- ii. such item of Property is not otherwise insured,
- iii. maximum limit under this cover is 15% of Policy Sum Insured (excluding stocks).
- iv. subject to Underinsurance provision of **Clause F** of this Policy.

#### **9.2 Temporary Removal Of Stocks**

We cover stocks temporarily removed to any other premises for the purposes of fabrication, processing or finishing, or other similar purposes as follows:

- i. maximum cover will be 10% of the Sum Insured of Stock
- ii. such stock is not otherwise insured.

#### **9.3 Cover for Specific Contents**



We will cover the following, as applicable:

- i. Money for an amount not exceeding ₹50,000 (Rupees Fifty Thousand) during the policy period.
- ii. Deeds, manuscripts and business books, plans, drawings, securities, obligations or documents of any kind, but only for the cost of the materials and clerical labour expended in reproducing such records for an amount not exceeding ₹50,000 (Rupees Fifty Thousand) during the policy period.
- iii. Computer programmes, information and data but only for the cost of the materials and clerical labour expended in reproducing such records for an amount not exceeding ₹ 5 Lakh (Rupees Five Lakh) during the policy period.
- iv. Employees', Directors', visitors' personal effects of every description (other than motor vehicles) for an amount not exceeding ₹15,000 (Rupees Fifteen Thousand) per person for a maximum of 20 (twenty) persons during the policy period.

#### 9.4 Start-Up/Shut Down Expenses

We cover start-up/shut down costs necessarily and reasonably incurred by the insured in respect of the insured risk consequent upon a loss or damage covered by this policy for an amount not exceeding ₹ 5 Lakh (Rupees Five Lakh) during the policy period.

#### 9.5 Professional Fees

We will pay the expenses that You incur towards reasonable fees of Architects, Surveyors and Consulting Engineers as follows:

- i. The fees are paid for preparing plans, specification tenders and quantities, and services in connection with the superintendence of the reinstatement of the Insured Building, Machinery, Accessories or Equipment;
- ii. The maximum We pay is 5 % of the claim amount.
- iii. We do not cover fees or costs for preparing any claim or estimate of loss or damage by the Insured Perils.

#### 9.6 Costs for removal of debris

We will pay reasonable expenses You incur towards removal of debris of any Insured Property from Your Premises, and dismantling, demolishing, **shoring** up or propping up of Insured Building or Machinery. The maximum We pay is 2 % of the claim amount.

#### 9.7 Costs compelled by Municipal Regulations

We pay such additional cost of reconstruction or reinstatement of the Insured Property that is incurred solely because You must comply with any regulations or bye-laws of any municipal or local authority, or any provision of any State or Central Act, Rules or regulations. We cover these costs on the following conditions:

- i. You must commence the repairs, or reconstruction or reinstatement of the Insured Property, within a reasonable time after the date of damage or destruction. You must complete the repairs, reconstruction or reinstatement within reasonable time, in any

- case not beyond 12 months from the date of damage or destruction, or within such time as We may allow in writing.
- ii. If Our Liability is reduced under any term or condition of this Policy, Our liability under this extension will also be proportionately reduced.
  - iii. All other terms and conditions of this Policy will apply to this extension.
  - iv. These costs will not include
    - a. the costs incurred for complying with such regulations,
      - for destruction or damage occurring before Commencement Date,
      - for destruction or damage not insured under this Policy
      - under which You have received notice before the destruction or damage occurred.
    - b. any additional cost required to repair or reconstruct the Insured Property to a condition equal to its condition when new, had the need to comply with the regulation not arisen.
    - c. the amount of any rate, tax, duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of the Insured Property or by the owner thereof by reason of compliance with any of the aforesaid regulations or bye-laws.
  - v. The total amount recoverable under any item of the policy shall not exceed the sum insured thereby.

## COVER 10: OPTIONAL COVERS

On payment of additional premium, the below optional covers can be opted only if one or more Covers from Cover 1 to Cover 8 are opted.

### 1. Additions or Alterations

In consideration of payment of additional premium, We hereby agree to cover Buildings, Plant, Machinery, and Furniture and Fittings, or other Contents which You will erect, or acquire, or for which You will become responsible, after the Commencement Date, in the Insured Premises. We will pay, for that item as follows:

- i. You inform Us of the item so erected or acquired within 7 (seven) days of it becoming known to You,
- ii. such item of Property is not otherwise insured,
- iii. This extension covers the costs over and above the inbuilt cover (Additions or Alterations under 9.1).
- iv. subject to Underinsurance provision of **Clause F** of this Policy.

This cover will be available only if it is opted and mentioned in Your Policy Schedule.

### 2. Additional Start-up/Shut down Expenses

In consideration of payment of additional premium, it is hereby understood and agreed that on the occurrence of an event which leads to a damage or loss covered under this Policy, this extension covers actual loss over and above the inbuilt cover (Start-up/Shut down expenses under 9.4) sustained due to specified start-up / shut-down costs for power and utilities such as electricity, water, steam, gas as well as feedstock, fuels or combustibles to re-establish the plant

in the operational state it was at the time of the loss or damage in a normal start-up procedure and subject to the sublimit as specified in the Schedule .

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

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

This cover will be available only if it is opted and mentioned in Your Policy Schedule.

### 3. Floater Cover

In consideration of payment of additional premium, We hereby agree to cover physical loss or damage to movable property in more than one location as follows:

- i. You have declared all locations, and these are shown in the Policy Schedule.
- ii. You have declared stocks as a single value reflecting the aggregate Sum Insured.
- iii. You have a good internal audit accounting procedure under which the total amount at risk and the locations can be established at any particular time.
- iv. You must inform Us of any change in the address of any location occurring after the Commencement Date.

This cover will be available only if it is opted and mentioned in Your Policy Schedule.

### 4. Declaration policy for Stocks

1. We agree to cover Your Stock on receipt of provisional premium based on Your declaration of the value of Stock, the premium being liable to be adjusted at expiry of the Policy Period, as follows:
2. You will declare to Us in writing signed by You or an authorised person, the value of Your Stock less any amount insured by Policies other than declaration policies. If any Stock is covered by declaration policies, You must apportion to each policy a share of the value of stocks insured by such declaration policies pro-rata to the respective amounts named in those policies.
3. Your declaration shall state
  - i. Average of the value at risk on each day of the month, or
  - ii. Highest value at risk during the month
4. You must give a separate declaration relating to each separate location.
5. You shall give such declaration before the last day of the succeeding month. If You do not make a declaration in time, We will consider the Sum Insured mentioned in the Policy Schedule as the value at risk.
6. At the end of the Policy Period, the actual premium will be calculated at the rate applied under the Policy on the average Sum Insured, i.e.,

The total of values declared or deemed to have been declared ÷ the number of declarations made or deemed to have been made.

7. If the premium calculated on adjustment is less than the provisional premium You have paid, We will repay the amount of the difference not exceeding 50% of the provisional premium.
8. If at the time of loss there is another subsisting insurance policy covering the insured Stock other than on declaration basis, whether You have taken such policy or someone else, We will only pay the amount of difference by which the value of the Stock at the time of loss exceeds the Sum Insured under the other policies, and We will not be liable to contribute more than that proportion which such difference bears to the total value of stocks. In all cases, the maximum We will pay is the relevant Sum Insured.
9. If after loss has occurred, it is found that the amount of last declaration before the loss is less than the amount which ought to be declared, We will pay only that proportion of loss which the amount in the last declaration bears to the amount that ought to have been declared.
10. If You cancel the policy (whether any stock exists or not), We will retain short period premium calculated on the average amount insured until the cancellation, or 50% of the provisional premium, whichever is higher. If You cancel the policy after loss has occurred, We will retain the premium of the higher of the two amounts:
  - i. The pro-rata proportion of the premium calculated on the average amount insured until cancellation plus the pro-rata proportion of the premium from the date of loss to the end of the Policy Period, and
  - ii. 50% of the provisional premium.
11. You cannot reduce the Sum Insured during the Policy Period.
12. We will not pay more than the Sum Insured, and You need not pay premium on value in excess of the Sum Insured. You and Us can increase the Sum Insured by agreement, and its effective date will be added by Endorsement on the Policy. You are liable to pay an additional provisional premium on the increased Sum Insured proportionate to the unexpired Policy Period. If the rate for the class of the relevant risk is revised during the Policy Period, You must pay an additional provisional premium on the revised rate for the unexpired period. In both these cases, the premium will be adjusted at the end of the Policy Period as stated in **Clause 6** above.
13. If the Insured Stocks are collectively of greater value than their Sum Insured at the time of loss, You will be Your own insurer for the difference, and must bear a rateable proportion of the loss. Every item of Stock shall be separately subject to this condition.
14. All other terms and conditions of the Policy shall apply to the Declaration Policy

## 5. Loss of Rent / Rent for Alternative Accommodation

Policy may be extended to cover the following:

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

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

or

(2) Where rent for alternative accommodation is covered, the additional expense recoverable under the policy may be additional rent actually paid i.e. the difference between the new and the original rent only subject to below-

- i) Certificate from the Local Municipal Authority or an Architect to the effect that premises in question are untenable will be accepted as adequate proof of the fact that the premises, in fact, have become untenable.
- ii) The cover does not intend to pay, if for instance, the insured’s entry is barred by strikers, demonstrators and similar occurrences.
- iii) The area for alternative accommodation may be equivalent to the area presently occupied. However, no restriction will apply in respect of locality for the alternative accommodation, so long as the alternative accommodation is taken in the same city of town.
- iv) Cover may be permitted to the tenant as also to the owner-occupant. Further, in respect of the owner-occupant, the alternative accommodation may be limited to the area presently under his occupation.
- v) For the owner-occupant, since he will not be paying any rent based on the area occupied by him (in comparison with the actual rent being paid by the tenant in the same building or similar buildings in the same locality) the standard rent based on the rateable values fixed by Municipal/Revenue Authorities for tax purposes may be treated as the original rent for the purpose of this insurance.

Note: Rent for alternative accommodation cover is allowed only for non-manufacturing premises

This cover will be available only if it is opted and mentioned in Your Policy Schedule.

## 6. Accidental Damage

In consideration of the payment of additional premium, it is hereby declared and agreed that the policy is extended to cover direct loss or damage to the property described in the Schedule due to accident from any fortuitous cause subject to the terms, conditions and exclusions herein. The limit of indemnity shall not exceed the limit specified in the Schedule against this extension.

This cover will be available only if it is opted and mentioned in Your Policy Schedule.

Below exclusions will be applicable to this coverage in addition to the policy exclusions

1. Loss, destruction or damage to bullion or unset precious stones, any curios or works of art, manuscripts, plans, drawings, securities, obligations or documents of any kind, stamps, coins or paper money, cheques, books of accounts or any other business books, computer systems records, explosives unless otherwise expressly mentioned in the policy.
2. Loss, destruction or damage to the insured property premises caused by change of temperature.
3. Loss or damage by spoilage resulting from the retardation or interruption or cessation of any process or operation caused by operation of any of the perils covered.
4. Damage to belts, ropes, chains, rubber tyres, dies, moulds, cutters or exchangeable tools, engraved or impression cylinders or rolls; object which are brittle in nature and all operating media (e.g.- lubricants, fuel, catalyst, refrigerant, dowertherm), felts, endless conveyor belts or wires, sieves, fabrics, heat resisting and anti-corrosive linings, packing materials, parts not made of metal (except insulating material) and non-metallic linings or coatings of metal parts unless caused by Fire, lightning, riot, strike, malicious damage, storm, tempest, flood or inundation.
5. Loss or damage by electrical/mechanical/electronic derangement or breakdown.
6. Loss or damage due to termites, moths, insect, vermin, inherent vice, fumes, flaws, latent defects, fluctuations in atmospheric or climatic conditions.
7. Loss or damage due to collapse, settlement or bedding down, ground heave or cracking of structures or the removal or weakening of support to an insured property.
8. Loss, destruction or damage caused by
  - a. corrosion rust wet or dry rot shrinkage evaporation loss of weight dampness dryness marring scratching vermin or Insects
  - b. change in temperature colour, flavour, texture or finish
  - c. joint leakage failure of welds cracking fracturing collapse or overheating of boilers economizers, superheaters pressure vessels or any range of steam and feed piping in connection therewith
  - d. mechanical or electrical breakdown or derangement in respect of the particular machine apparatus or equipment in which the breakdown or derangement originates
9. Loss, destruction or damage due to Burglary, theft, and/or any attempts thereat
10. Breakage, cracking, or scratching of crockery, glass, cameras, binoculars, lenses, sculptures, curios, pictures, musical instruments, sports gear, and other similar articles of brittle or fragile nature;
11. Loss or damage to Property in transit
12. Loss, destruction or damage caused by
  - a. Shortage in supply or delivery of materials, or shortage due to clerical or accounting error
  - b. any wilful act or wilful negligence on the part of the Insured or any other person acting on his behalf

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

## 7. Involuntary Betterment/ Technological Advancement

Notwithstanding Condition of Reinstatement, In the event that new Property Insured of like kind and quality is not obtainable Property Insured which is as similar as possible to that which has sustained Damage and which is capable of performing the same function shall be deemed

to be new Property Insured of like kind and quality and in no event shall this be considered as a betterment to the Insured.

In the event of replacement with new Property Insured the Insurer will pay the cost of purchasing and installing technologically current Property Insured which is necessitated by

- incompatibility between
  - 1) new Property Insured installed to replace Property Insured which has sustained Damage and
  - 2) existing Property Insured which has not incurred Damage at the same or an interdependent location
- the property being technologically obsolete or unavailable because it is no longer in production

Provided always that

- (a) Damage was directly caused to the Property Insured
- (b) the Insurer shall be liable only for the amount sufficient to enable the Insured to resume operations in substantially the same manner as before the Damage
- (c) the Insurer shall be liable for only the difference between
  - (i) the highest sales value of the existing Property Insured which has not incurred Damage at the same or interdependent location and
  - (ii) the installed cost of the technologically current Property Insured
- (d) the difference between the OEM quote and the lowest quote does not exceed the \_\_\_% of the lowest quote and quotes are based on same technological specifications.
- (e) in the event of spares currently insured hereunder and represented within the total sum insured under this Policy becoming obsolete following an indemnifiable loss to the Plant & Machinery, the same should form part of the claim subject to Insurer's retaining right of salvage over such obsolete parts
- (f) the liability of the Insurer shall not exceed the Inner Limit of Liability stated in the Specification

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

This cover will be available only if it is opted and mentioned in Your Policy Schedule.

## 8. Loss Minimization Expenses

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

This Policy will also cover all expenses necessarily and reasonably incurred by or on behalf of the Insured in extinguishing fire or in mitigating, containing or suppressing loss, destruction or damage by any peril or eventuality hereby insured against occurring at or adjacent to or immediately threatening the situation of any property insured by the Policy.

It is further agreed that the indemnity afforded by this clause shall include the cost of replenishing fire-fighting appliance; and the cost of replacing, reinstating or repairing materials and equipment lost, destroyed or damaged unless otherwise specifically insured.

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

This cover will be available only if it is opted and mentioned in Your Policy Schedule.

## 9. Escalation

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

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

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

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

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

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

This cover will be available only if it is opted and mentioned in Your Policy Schedule.

## 10. Incidental Expenses

In consideration of the payment of additional premium, it is hereby declared and agreed that if a loss, destruction or damage is payable under Section 1 to Section 8 then We will also pay the direct incidental cost associated with the insured property upto the fixed percentage of admissible claim amount under the policy, as specified in the Policy Schedule/Certificate of Insurance.

For the purpose of this extension cover while calculating the amount payable under this Cover, We will consider the admissible claim amount under the base policy after all applicable deductions and/or before applying policy excess, if any.

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

This cover will be available only if it is opted and mentioned in Your Policy Schedule.



## 11. Minor Works

In consideration of the payment of additional premium, it is hereby agreed and declared that, notwithstanding anything to the contrary in this policy or in any of its conditions, this policy is extended to include minor alterations and/or construction and/or re-construction and/or addition and/or maintenance and/or modifications and/or work carried out on any of the property insured under this policy against insured perils.

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

It is further agreed and declared that, the loss of earnings, loss by delay, loss of market or any other consequential or indirect loss whatsoever, shall not be payable under this extension.

This extension excludes Loss or damage due to faulty design, defective material and bad workmanship, loss or damage arising out of testing, trial run etc.

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

This cover will be available only if it is opted and mentioned in Your Policy Schedule.

## 12. Undamaged Property

It is hereby understood and agreed, subject otherwise to the terms, conditions and exclusions of the Policy and endorsed hereon that the insurance by this Policy extends to cover the cost of destruction and subsequent replacement of undamaged property or undamaged portions of property, if such destruction is solely necessary in order to carry out repairs or reinstatement of the property insured by this Policy and for which the Company has admitted liability.

For the purpose of this clause, "undamaged" shall mean not damaged physically and directly by any event or perils not otherwise excluded by this Policy.

This cover will be available only if it is opted and mentioned in Your Policy Schedule.

## 13. Removal of Debris

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

It is permissible to cover cost necessarily incurred by an insured in the removal of debris over and above the inbuilt cover (Cost for Removal of debris under Section 9.6) from the premises of the insured, dismantling, demolishing, shoring up or propping of Insured property following destruction or damage by Insured Peril by incorporating the following clause,

On costs and expenses necessarily incurred by the insured

1. In the removal of debris from the premises of the Insured;
2. Dismantling or demolishing;

3. Shoring up or propping of the portion or portions of the property insured by (Items (As specified in the Schedule) of) this policy destroyed or damaged by perils hereby insured against but not exceeding in the aggregate amount as specified in the Schedule.

Note: (2) & (3) above should be deleted when neither Building nor Machinery are covered.

Notwithstanding anything to the contrary in this policy or in any of its conditions, this cover is extended to include external debris of property, other than insured property, accumulated at the premises of the insured subject to the limits/sublimits and conditions specified in the Policy Schedule.

This cover will be available only if it is opted and mentioned in Your Policy Schedule.

#### 14. Professional Fees

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 over and above the inbuilt cover (Professional Fees under Section 9.5) 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.

This cover will be available only if it is opted and mentioned in Your Policy Schedule.

#### Clause C. The Standard Cover

##### 1. What We cover

We cover physical loss or damage, or destruction of any Insured Property because of any Insured Event stated in **Clause B** of this Policy and subject to the exclusions stated in **Clause D of this Policy** subject to all terms and conditions of this Policy.

##### 2. Basis of Sum Insured

- i. for Building, Plant and Machinery, Furniture, Fixture and Fittings and any other contents: Reinstatement Value
- ii. For Stocks:
  - a. For raw material: landed cost at Your Premises.
  - b. For stock in process: input cost of the stock at the time of loss.
  - c. For finished stock: the manufacturing cost of the Finished Stock or the **Contract Price** of goods sold but not delivered and more precisely defined below.

**Contract Price** is in respect only of goods sold but not delivered, for which You are responsible and with regard to which under the conditions of the sale, the sale contract is cancelled by reason of any Damage insured under this Policy either wholly or to the extent of the Damage. The Company's liability shall be based on the Contract Price.

- iii. Bullion or unset precious stones, any curios or works of art or obsolete machinery and the like are to be covered on Agreed Value basis subject to a valuation certificate being submitted and found acceptable by Us.

### 3. Restoration of Sum Insured

Except as stated in **Clause G (III) (e)** of this Policy, the insurance cover will at all times be maintained during the Policy Period to the full extent of the respective Sums Insured. This means that after We have paid for any loss, the policy shall be restored to the full original amount of Sum Insured. You must pay to Us proportionate premium for the unexpired Policy Period from the date of loss. We can also deduct this premium from the net claim that We must pay You.

Notwithstanding the above, the Sum Insured shall stand reduced by the amount of loss in case You, immediately on occurrence of the loss, exercise Your option not to restore the Sum Insured.

#### **Clause D. Exclusions, that is, what We do not cover**

We do not cover losses or expenses, or any loss, damage to, or destruction of the Insured Property, directly or indirectly as a result of or if caused by or arising from events, stated below:

1.
  - i. Excess as mentioned in the Policy Schedule. This means that We will deduct the amount as specified in the Policy Schedule for each and every loss suffered by You under the terms of this policy.
  - ii. For terrorism risk the excess shall be as per the clause attached to this policy.
2. Your deliberate, wilful or intentional act or omission, or of anyone on Your behalf, or with Your connivance.
3. Loss, damage or destruction to any electrical/electronic machine, apparatus, fixture, or fitting by over-running, excessive pressure, short circuiting, arcing, self-heating or leakage of electricity from whatever cause (lightning included). This exclusion applies only to the particular machine so lost, damaged or destroyed. However, any ensuing loss or damage to other insured property due to operation of an insured peril is covered.

4. Loss, destruction or damage to the stocks in cold storage premises caused by change of temperature.
5. 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 Insured Events.
6. Your Premises or any Insured Building remaining continuously unoccupied for a period of more than 30 days, unless You have obtained prior written approval from Us and such approval is recorded as an endorsement on the Policy.
7. War, invasion, act of foreign enemy hostilities or war-like operations (whether war is declared or not), civil war, mutiny, civil commotion amounting to a popular rising, military rising, rebellion, revolution, insurrection or military or usurped power.
8. Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component that is part of it.
9. Pollution or contamination, unless
  - i. the pollution or contamination itself has resulted from an Insured Event, in which case only physical damage to the Insured Property is covered, or
  - ii. an Insured Event itself results from pollution or contamination.
10. Loss, destruction or damage to bullion or unset precious stones, any curios or works of art unless such amount is declared separately and recorded in the Policy Schedule.
11. Loss of any Insured Property which is missing or has been mislaid, or its disappearance cannot be linked to any single identifiable Insured Event.
12. Loss or damage to any Insured Property removed from Your Premises to any other place, except
  - i. machinery and equipment temporarily removed for repairs, cleaning, renovation or other similar purposes for a period not exceeding 60 days,
  - ii. Stock covered under Cover 9.2 of this Policy.
13. Any reduction in market value of any Insured Property after its repair or reinstatement.
14. Loss or damage to any Insured Property or any claim which is covered by a marine policy in force at the time of loss or damage, except in excess of the limits of that policy.
15. Any consequential or indirect loss or damage of any description, i.e. losses or extra costs (financial or non-financial) that follow or are a consequence of an Insured Event, like, loss by delay, loss of income or wages or earnings, or of market, or of time, medical expenses, or any costs not covered by this Policy.
16. Costs, fees or expenses for preparing any claim.
17. Any Loss or damage occasioned by or through or in consequence directly or indirectly due to Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Tsunami, Flood and Inundation.
18. Any Loss or damage occasioned by or through or in consequence directly or indirectly due to earthquake, Volcanic eruption or other convulsions of nature.
19. Terrorism Damage Exclusion Warranty:  
 Notwithstanding any provision to the contrary within this insurance it is agreed that this insurance excludes loss, damage cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.  
 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.

20. Any Loss or damage occasioned by or through or in consequence directly or indirectly due to theft.

### Clause E. What We Pay

**If any Insured Property is physically damaged, lost or destroyed, We will pay You as follows:**

**1. Partial Loss:**

- i. If any Insured Property is a Partial Loss, We will reimburse to You the cost of repairs to the extent required to bring that Property to a condition substantially the same as, but not superior, better or more extensive than its condition if it were new on the date it was damaged.
- ii. If any Insured Stock is a Partial Loss We will pay You to the extent of the loss of such Partial Loss.

**2. If Building or Plant and Machinery or Furniture, Fixture, Fittings is a Total Loss, We will pay You for**

- i. The Reinstatement/Replacement Value of the Building or Plant and Machinery or Furniture, Fixture, Fittings.
- ii. Reconstruction of the new building on the same site, or another site. If You reconstruct the new Building or Reinstatement the Plant and Machinery or Furniture, Fixture, Fittings on another site We will not pay You more than what We would pay to reconstruct or replace on the same site.
- iii. Reinstatement using standard material readily available and in common use for similar type of Building.

**3. If the Stock is a Total Loss, We will pay You as follows:**

- i. landed cost at Your Premises for Stock of raw materials,
- ii. total manufacturing cost for Stock of finished goods,
- iii. the input value of Stock in process at the time loss,
- iv. The **Contract Price** in case of goods sold but not dispatched, and lying within Your premises for which You are responsible under the terms of a contract of sale. We will pay Your claim on the basis of the **Contract Price**, if the sale is cancelled wholly or to the extent of loss or damage caused by an Insured Event covered by this Policy. For the

purposes of this para, the value of all goods to which this basis of settlement could apply in the event of loss or damage will also be ascertained on the same basis.

4. You must commence the repairs or Reinstatement within a reasonable time after the date of the damage or destruction. You must complete the repairs or Reinstatement within reasonable time, in any case not beyond 12 months from the date of damage or destruction, or within such time as We may allow in writing.
5. If You fail to start the work of the repairs or Reinstatement within reasonable time, or to complete the repairs or Reinstatement within time We will pay Your claim based on the Market Value of the Building, Plant and Machinery, Furniture, Fixture, Fittings as the case maybe.
6. We will pay the Market Value of the Building, Plant and Machinery, Furniture, Fixture and Fittings at the time it is a Total Loss, but not more than the relevant Sum Insured,
  - i. if the Building cannot be Reinstated or rebuilt due to Municipal, State or Central law, rules, regulations or bye-laws,
  - ii. if You do not wish to Reinstated the Building, Plant and Machinery, Furniture, Fixture, Fittings.
7. We will also pay other amounts mentioned in **Section 9** of this Policy.

**NOTE: In any claim, We will not pay more than the relevant Sum Insured, subject to Underinsurance as stated in Clause F of this Policy:**

**Clause F. Underinsurance:**

1. The Sum Insured for each item of Insured Property must be sufficient to pay for Reinstatement/Replacement of that Property on the date of loss. If the Reinstatement/Replacement Value of the Insured Property, in totality, including additions, alterations, erections and new acquisitions, is more than the Sum Insured, except to the extent waived in **Clause F (3)** of this Policy, it amounts to underinsurance, and will reduce proportionate to the difference from the amount that We will pay for Your claim.
2. Every item of Insured Property is subject to this condition separately.
3. Under this Kotak Property Shield Policy, We will waive underinsurance upto 15%.
4. If at the time of damage, the Sum Insured applicable to the relevant Buildings, Plant and Machinery, Furniture, Fixture, Fittings, Stocks and other contents is less than 85% of the value of Insurable Assets, You will be responsible for the difference and You will bear a proportionate share of the loss.
5. Underinsurance will not apply to Cover for Specific Contents.

**NOTE: The cost for Reinstatement of additions made to Insured Property during the Policy Period will be reckoned from the date of addition.**

## Clause G. Conditions

### D) Your Obligations

#### 1. Make true and full disclosure in the proposal and related documents

- i. You have a duty of disclosure to tell Us everything You know, or could reasonably be expected to know, that is relevant to Us for deciding whether to give You insurance cover and on what terms. You owe this duty to disclose such relevant material information even if We have not specifically asked for it. This duty extends to any information or declarations given by anyone else on Your behalf.
- ii. We have agreed to give You insurance cover entirely on the basis of the information You, or anyone on Your behalf, have given Us in the proposal, statements and other declarations and documents (in writing or electronic) about Yourself, the Building, Plant and Machinery, Furniture, Fixture, Fittings, Stocks and other Contents. The correct and complete information You give is the basis of Our contract with You. Our promise to pay is conditional upon the truth of these statements and on the assumption that You, or anyone on Your behalf, has not withheld any material information about Yourself, the Building, Plant and Machinery, Furniture, Fixture, Fittings, Stocks and other Contents.

#### 2. Make true statements and full disclosure in the claim and related documents

You must also give true and full information in Your claim and submit true documents. If You give any false information or document in the claim, or if You withhold any information or document (written or electronic), We have a right to refuse payment of Your claim. We may also cancel Your policy.

#### 3. Obligation to take care: You must:

- i. ensure that unauthorised persons do not occupy Your Premises.
- ii. whenever Your Premises or any Building in Your Premises is unoccupied, You must ensure that all security procedures on Your Premises are in force.

#### 4. Inform change in circumstances:

You must inform Us immediately if:

- i. You change the nature of Your Business or any processes,
- ii. You let out Your Premises or any part, or Your Premises will no longer be solely occupied by You
- iii. You change the use of Your Premises or any Building,
- iv. Your Premises or any Building remains unoccupied for more than 30 days.

#### 5. Allow inspection and investigation of claim

You must allow and give full cooperation for the survey/investigation of Your claim by Us. You must allow Us, and any surveyor, officer or other representative that We authorise, to enter

Your Premises, inspect it, take photographs and where required, permit the scientific testing and investigation of any insured article affected by the insured peril, You must answer all questions asked regarding Your claim truthfully and completely, and submit all documents that We will require.

## 6. Follow claim procedure

When You suffer any loss or damage to any Insured Property, and wish to make a claim, You must follow all steps stated in this Policy about immediate reporting to Us and to the appropriate Legal Authorities as per **Clause G (IV)** of this Policy.

## II) Renewal of Policy

1. **End of Policy:** This Policy will expire at the end of the Policy Period.
2. **Application for renewal:** If You wish to renew the Policy, You must apply for renewal before the end of the Policy Period and pay the required premium amount.
3. **Renewal is not automatic:** We may seek relevant information from **You** for the purpose of renewal. We can reject Your renewal only on grounds of mis-representation, non-disclosure of material facts, fraud or non-co-operation on Your part.

## III) Termination of Policy

### Automatic termination of the Policy:

This Policy will automatically end in the following cases:

- a. **Destruction of any Insured Building:** This Policy will automatically end 7 (seven) days after any Insured Building collapses or is displaced or destroyed by reason other than any Insured Event. If a separable part of any Insured Building falls down or is destroyed by reason other than any Insured Event, the cover will end for such part or additional structure.
- b. You can apply within 7 (seven) days of such fall or destruction for continuing insurance cover. We may agree, but will not be bound, to continue the cover on revised rates, terms and conditions.
- c. **Change of use or ownership of Insured Property:** The Policy will end in regard to the Insured Property affected, unless You have obtained Our prior consent in writing as an Endorsement on the Policy,
  - i. if You change the trade or manufacture, or the nature of Your occupation, or You change other circumstances relating to the Building or a building containing any Insured Property in such a way as to increase the risk of loss or damage by Insured Events;
  - ii. if Your interest in any Insured Property passes to another except by will or operation of law.
- d. **Sale of Insured Property:** This Policy will end when You sell, surrender or release Your interest in any Insured Property or its part.



- e. **Exhaustion of Sum Insured:** If any Insured Property is lost, destroyed or stolen, or is a Total Loss, and We pay You the full Sum Insured for such item, the insurance cover for that item will automatically end. If We pay the total Sum Insured for any claim, this Policy will end.
- f. **Effect of death:** If You are an individual, in the event of Your unfortunate death the Insurance Covers that You have purchased will continue for the benefit of Your legal representative/s during the Policy Period subject to all the terms and conditions of this Policy.
- g. **Policy not invalidated:** The Policy is not invalidated:
  - i. by transfer of Your interest in the Policy by operation of law, if that occurs during the Policy Period. We can continue this policy on same or modified terms in favour of Your legal representatives if they apply for this purpose within 30 days of such transfer;
  - ii. by any act, omission, or alteration unknown to You, or beyond Your control, that increases the risk of loss or damage, if You give notice to Us immediately when You become aware of the act, omission or alteration, and pay additional premium if required; or
  - iii. if Your employees or workmen carry out repairs, maintenance work or minor alterations in the Insured Property.

#### IV) Claims Procedure

If You suffer a loss because of an Insured Event, You must make a claim for Your financial loss at Your cost.

The procedure for making a claim is given below. These include things that **You must do**, and that **You must not do**. It is important to comply with these to ensure that it does not prejudice Your claim in any manner.

##### 1. Immediate notice to Us

- a. As soon as any loss or physical damage occurs to any Insured Property due to an Insured Event, You must immediately give notice to Us of the loss or damage. This is necessary so that We can survey/investigate the loss or damage.
- b. You can give notice to any of Our offices or call centers.
- c. You must state in this notice
  - i. the Policy Number,
  - ii. Your name,
  - iii. details of report to the police that You made,
  - iv. details of report to any Authority that You made,
  - v. details of the Insured Event,
  - vi. a brief statement of the loss,
  - vii. particulars of any other insurance of the Insured Property, Your Premises or any other Property on Your Premises,
  - viii. details of loss or damage under Add-ons, if any, and
  - ix. submit photographs of loss or physical damage, wherever possible.

##### 2. Steps to prevent loss and damage

- a. You must take all reasonable steps to prevent further loss or damage to the Insured Property.

- b. Until We have inspected the Insured Property and Your Premises, and have given Our consent,
  - i. You must not sell, give away or dispose of any damaged items of any property,
  - ii. You must not wash or clean, or remove any damaged item or debris, except for any urgent necessity, and
  - iii. You must not carry out repairs unless such repairs are urgent and You cannot contact Us.

### 3. Immediate notice to authorities

- a. As soon as any loss or damage occurs to the Insured Property, You must give immediate report to appropriate legal authorities. For example, You must report to the fire brigade of the local authority and the police if there is damage by fire/ explosion / implosion or lightning. In case of subsidence /landslide/rockslide, You must inform the District Administration. In the event of impact damage of any kind or Riot Strikes, Malicious acts and acts of terrorism, You must inform the police. If there is a theft within 7 (seven) days following an Insured Event, You must inform the police.
- b. We may but not necessarily, waive this condition if We are satisfied that by reason of extreme hardship it was not possible for You or any other person on Your behalf to give such report.

### 4. Submit claim

- i.
  - a. You must submit Your claim in Our claim form at the earliest opportunity, but within 30 days from the date You first notice the loss or damage. The claim form is available in any of Our branches, and on Our web-site.
  - b. You must state in Your claim the details of any other insurance policy that covers the damage or loss for which You have filed Your claim, whether You have purchased such other insurance, or someone else has purchased it for You.
- ii. We shall not 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. If We disclaim liability for a claim You have made and if the claim is not made a subject matter of a suit in a court of law within a period of 12 months from the date of disclaimer, the claim shall not be recoverable hereunder.

### 5. Establish loss

You must prove that the Insured Event has occurred, and the extent of loss or physical damage You have suffered with full details,

- i. You must support Your claim for Insured Property with plans, specification books, vouchers, invoices pertaining to costs incurred by You for reconstruction/replacement/repairs.
- ii. You must allow Us, Our officers, surveyors or representatives to inspect the Insured Property, and to take measurements, samples, damaged items or parts, and photographs that are relevant.

- iii. You must give Us authority to see the relevant records and get information about the Event and Your loss from the police or any other authority.
- iv. You must give Us when We request any additional information that We require for verifying Your claim.

## 6. Fraudulent claim

If You, or anyone on Your behalf, make a false or fraudulent claim, or support a claim with any false or fraudulent statement or documents:

- i. We will not pay the claim,
- ii. We can cancel the Policy: in such a case, You will lose all benefits under this Policy and premium that You have paid, and
- iii. We can also inform the police, and start legal proceedings against You.

## 7. Other insurance

- i. If You have any other policy with Us or any other Insurance Company (taken by You or by anyone else for You) covering in whole or in part any claim that You have made under this Policy, You have a right to ask for settlement of Your claim under any of these policies.
- ii. If You choose to claim under this Policy from Us, We will settle Your claim within the limits and the terms and conditions of this Policy.
- iii. After We pay the amount under Your claim, We have the right to ask for contribution from the Insurers that have given You the other policies.
- iv. We will ensure that Our actions do not impose any liability on You.

## 8. Our rights relating to Insured Property

- i. We must investigate/survey that Your claim is covered by this Policy. For this purpose, We will give You notice and request Your cooperation as follows:
  - a. We and Our representatives will visit Your premises, inspect the Insured Property
  - b. We will ask You to give to Us any items of the Contents of Your premises for the purposes examination, testing, or any other investigation,
  - c. We will dispose of or deal with or sell any item of the Contents of Your Premises for which loss We have paid completely.
- ii. We will ensure that Our actions will not impose any liability on You.

## 9. Recovery action by Us

- i. When We accept and pay Your claim under the Policy, We can start legal proceedings to recover the amount or property from the third party who has caused the loss or damage to Your Insured Property. You must give authority to Us to take such action and exercise this right effectively, when We request You, whether before or after making payment of Your claim. You must give all information, cooperation, assistance and help for this purpose. You must not do anything which will prejudice Our right.
- ii. Any amount We recover from such person will be applied first to the costs of the legal proceedings and recovery, then to the claim amount We have paid or must pay to You. We will pay You any balance.

- iii. You can start legal proceedings against any person who has caused the loss or damage only with Our prior consent, and on conditions that We will impose. You must not compromise or settle any claim against such person without Our consent. If You recover any amount from such person, You must return to Us the amount We have paid for Your claim. We can take over the conduct of legal proceedings that You have started and continue the proceedings in Your name.

#### **Clause H. Changes to covers**

1. You can choose to make changes to the covers of this Policy, for example, take additional cover, or increase or reduce any Sum Insured. You must make a proposal or request for any change. It will be effective only after We have accepted Your proposal, and You have paid the additional premium where applicable.
2. This Policy (including the Policy Schedule, the proposal, declarations and the Endorsements) consists of the entire contract between You and Us.

#### **Clause I. Other details**

##### **1. Designation of Insured Property**

For the purpose of determining under which item any Property is insured, We agree to accept the designation under which such Property appears in Your books of account.

##### **2. Notices**

- i. We will send any notice, letter or communication in writing to You at Your address mentioned in the Policy Schedule, and to Your email address that You have registered with Us.
- ii. You will send any notice, letter, intimation or communication in writing to Us at the branch office where You purchased the Policy. You can also send it at the address mentioned in the Policy Schedule. You shall not send any notice etc. to the insurance agent, broker or any other entity. They are not authorised to receive notices etc. on Our behalf.

#### **SECTION II – BUSINESS INTERRUPTION (FIRE)**

In consideration of the Insured named in the Schedule hereto having paid to the Company, the premium mentioned in the Schedule, the Company agrees (subject to the special conditions and exclusions contained herein or endorsed or otherwise expressed hereon and also to the conditions and exclusions contained in the Fire Policy covering the interest of the Insured in the property at the premises) that if any building or other property or any part thereof used by the Insured for the purpose of the business, be destroyed or damaged by the perils covered under Section I of this Policy (destruction or damage so caused being hereinafter termed 'damage') and the business carried on by the Insured at the business premises be in consequence thereof interrupted or interfered with, the Company will pay to the Insured in respect of each item in the Schedule the amount of loss resulting from such interruption or interference in accordance with the provisions contained in this Section:

**PROVIDED THAT**

1. Such Damage is caused at any time after payment of the Premium during the period of insurance named in the Schedule or of any subsequent period in respect of which the insured shall have paid and the company shall have accepted the premium required for the renewal of the policy.
2. At the time of the happening of the Damage there shall be in force a FIRE POLICY covering the interest of the Insured in the property at the Premises against such Damage and that payment shall have been made or liability admitted thereunder. However this Provision shall not apply where payment is not made under FIRE POLICY solely due to operation of a provision in a FIRE POLICY excluding liability for losses below the specified amount.
3. 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 may hereafter be substituted thereof by memorandum duly signed by or on behalf of the Company.

**SPECIAL CONDITIONS APPLICABLE TO SECTION II**

1. The insurance by this Policy shall cease if:
  - a) the Business be wound up or be carried on by a Liquidator or Receiver or permanently discontinued
  - or
  - b) the Insured's interest ceases otherwise than by death
  - or
  - c) any alteration be made either in the Business or in the Premises or property therein whereby the risk of damage is increased, at any time after the commencement of this insurance, unless its continuance be admitted by memorandum signed by or on behalf of the Company.
2. Notice shall be given to the Company of alteration in existing blocks, addition of new blocks and/ or premises and/ or deletion of existing blocks and/ or premises during the currency of the Policy to enable the Company to determine whether the basis rate of the Policy undergoes a change as a result of such inclusions/ exclusions and to effect necessary adjustments in the Premium under this Policy.
3. On the happening of any Damage in consequence of which of claim is or may be made under this Policy, the Insured shall
  - a) forthwith give notice thereof to the Company,
  - b) with due diligence do and concur in doing and permit to be done all things which may be reasonably practicable to minimise or check any interruption of or interference with the business or to avoid or diminish the loss,

- c) not later than thirty days after the expiry of the Period of Indemnity or within such further time as the Company may in writing allow, at his own expense deliver to the Company in writing a statement setting forth particulars of his claim together with details of all other insurances (if any) covering the Damage or any part of it or consequential loss of any kind resulting therefrom,
- d) at his own expense produce or procure and give to the Company such books of account and other business books, vouchers, invoices, balance sheets and other documents, proofs, information explanation and other evidence as may reasonably be required by or on behalf of the Company for the purpose of investigating or verifying the claim 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 and in the event of non-compliance therewith in any respect, any payment on account of the claim already made shall be repaid to the Company forthwith.

- 4. In no case whatsoever shall the Company be liable in respect of any claim under this Policy after the expiration of:
  - a) One year from the end of the period of indemnity or if later,
  - b) Three months from the date on which payment shall have been made or liability admitted by the Company covering the Damage giving rise to the said claim, unless the claim is the subject of pending action of Arbitration.
- 5. This policy and the schedule annexed (which forms an integral part of this policy) shall be read together as one contract and words and expressions to which specific meanings have been attached in any part of this policy or of the Schedule shall bear such specific meanings wherever they may appear.
- 6. This insurance does not cover any loss resulting from damage occasioned by/or through or in consequence directly or indirectly of any of the following occurrences namely:
  - a) War, invasion, act of foreign enemy, hostilities or Warlike operations (whether war be declared or not), Civil war,
  - b) Mutiny, Civil commotion assuming the proportion of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power

In any action suit or other proceeding where the co-alleges that be reason of the provision of this condition any loss or damage is not covered by this Insurance, the burden of proving that such loss or damage is covered shall be upon the insured.

- 7. 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 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.

8. This section shall also be subject to other relevant definitions and specifications as attached to this policy.
9. Terrorism Damage Exclusion Warranty:  
This policy excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

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

This exclusion also includes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to the above.

**SECTION III – BURGLARY AND HOUSEBREAKING**

The Company will indemnify the Insured in respect of:

- a. the loss of or damage to contents or any part thereof whilst contained in the Insured Premises caused by actual or attempted Burglary and/or Robbery during the Policy Period; and
- b. damage to the Insured Premises (including the reasonable costs incurred by the Insured for changing damaged locks at the entry and/or exit points to the Insured Premises and at internal entry and/or exit points) caused by actual or attempted Burglary during the Policy Period

**SPECIAL EXCLUSIONS APPLICABLE TO SECTION III**

The Company is not liable for and no indemnity or payment will be provided in respect of any loss arising out of, caused by, occasioned by, attributable to or howsoever connected to:

- a. Loss of or damage to money, securities for money, stamps, bullion, deeds, bonds, bills of exchange, promissory notes, stock and share certificates, business bodies, manuscripts, documents of any kind, unset precious stones and jewellery and Valuables unless specifically mentioned;
- b. any claim in which the Insured, any Employee or any other person lawfully on or about the Insured Premises is or is alleged to be in any way concerned or implicated;
- c. any consequential losses of any kind, be they by way of loss of profit, loss of opportunity, loss of gain or potential gain, business interruption, market loss or otherwise, and any other legal liability of any kind;
- d. loss of contents from any Safe or Strong Room following the use of a key to gain access thereto, or any duplicate thereof belonging to the Insured and/or combination and/or code to gain access unless this has been obtained by Robbery;
- e. loss of or damage to livestock, motor vehicles, trucks, trailers and pedal cycles and fixed accessories thereof
- f. loss or damage when the Insured Premises are left unoccupied for a consecutive period of seven days
- g. loss or damage due to Theft
- h. Loss or damage caused by wear and tear or gradual deterioration.
- i. Loss or damage occasioned by loot, sack, spillage or pilferage.

**SPECIAL CONDITIONS APPLICABLE TO SECTION III**

It is a condition precedent to the Company's liability hereunder that the Insured shall:

- a. Immediately and in any event within 24 hours of the happening of any Insured event giving rise to or likely to give rise to any claim under this Policy give written notice to the Company to the address shown in the Schedule, and in the case of the notification of an event likely to give rise to a claim, the Insured shall specify in writing the grounds for holding such belief;
- b. immediately and in any event within 24 hours lodge a complaint with the police detailing the items lost in respect of which the Insured intends to submit a claim or the circumstances which might reasonably be expected to give rise to a claim, and within the same period provide a copy of that written complaint and the First Information Report to the Company;
- c. within 14 days deliver to the Company a detailed written statement of the items lost and an estimate of the quantum of any claim along with all documentation required to support and substantiate the amount sought from the Company;
- d. expeditiously provide the Company and its representatives and appointees with all the information, assistance and documentation that they might reasonably require;
- e. take all reasonable steps to identify the perpetrators of the Robbery and/or Burglary and discover and recover any Contents lost.
- f. ensure that when the Insured Premises are unoccupied all safety installations and aids (including, but not limited to, any burglar alarm system) have been properly deployed.



#### **SECTION IV- ELECTRONIC EQUIPMENTS / APPLIANCES**

In consideration of the Insured named in the Schedule hereto having paid to the Company the full premium mentioned in the said Schedule and subject to the terms, exclusions, conditions and provisions contained herein or endorsed hereon the Company will indemnify the Insured in the manner and to the extent hereinafter provided.

This Policy shall apply to the Insured items only after successful completion of their performance/acceptance test whether they are at work or at rest or being dismantled for the purpose of cleaning or overhauling or in the course of aforesaid operations themselves or when being shifted within the premises or during subsequent re-erection.

The liability of the Company for any one item of the Insured property shall not exceed in aggregate in any one period of Insurance the sum insured set against such items in the attached Schedule(s) unless the Sum Insured under such item is reinstated after occurrence of a claim for balance period.

#### **SPECIAL EXCLUSIONS APPLICABLE TO SECTION IV-**

The Company will not indemnify the Insured in respect of loss, damage or liability directly caused by or arising out of or aggravated by –

- a) Willful act or willful negligence of the Insured or his representative.
- b) Cessation of work whether total or partial.
- c) Cost Incurred/time involved in the movement of machinery and/or any other property and/or personnel outside the territorial limits of India other than the cost of delivery of replacements for machinery lost or damaged.
- d) Derangement of the Insured property not accompanied by damage otherwise covered by this policy.
- e) Loss of or damage to the property covered under this policy falling under the terms of the Maintenance Agreement.
- f) Loss destruction or damage directly occasioned by pressure wave caused by aircraft and other aerial devices traveling at Sonic or Supersonic speeds.

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

#### **SPECIAL CONDITIONS APPLICABLE TO SECTION IV-**

1. The due observance and fulfillment of the terms of this Policy in so far as they relate to anything to be done or complied with by the Insured and the truth of the statements and

answers in the questionnaire and proposal made by the Insured shall be a condition precedent to any liability of the Company.

2. The schedule and the section(s) shall be deemed to be incorporated in and form part of this policy and expression "this policy" wherever used in this contract shall be read as including the Schedule and the Section(s). Any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule or of the Section(s) shall bear such meaning wherever it may appear.
3. The Insured shall at his own expense take all reasonable precautions and comply with all reasonable recommendations of the company to prevent loss, damage or liability and comply with statutory requirements and manufacturers recommendations.
- 4 a. Representatives of the Company shall at any reasonable time have the right to inspect and examine the risk and the Insured shall provide the representatives of the company with all details and information necessary for the assessment of the risk.
- 4 b. The Insured shall immediately notify the Company by Telegram and in writing of any material change in the risk and cause at its own expense such additional precautions to be taken as circumstances may require to ensure safe operations of the Insured items and the scope of cover and/or premium shall, if necessary, be adjusted accordingly.

No material alteration shall be made or admitted by the Insured whereby the risk is increased unless the continuance of the Insurance be confirmed in writing by the Company.

#### 5. DUTIES FOLLOWING AN ACCIDENT-

In the event of any occurrence which might give rise to a claim under this Policy, the Insured shall -

- a) Immediately notify the Company by telephone or telegram as well as in writing giving an indication as to the nature and extent of loss or damage;
- b) Take all steps within his power to minimize the extent of the loss or damage;
- c) Preserve the parts affected and make them available for inspection by a representative or Surveyor of the Company;
- d) Furnish all such information and documentary evidence as the Company may require;
- e) Inform the police authorities in case of loss or damage due to theft or burglary

The Company shall not in any case be liable for loss, damage or liability of which no notice has been received by the Company within 14 days of its occurrence.

Upon notification being given to the Company under this condition, the Insured may carry out the repair or replacement of any minor damage not exceeding Rs.5, 000/- provided that the carrying out of such repairs without prejudice to any question of liability of the Company and that any damaged part requiring replacement is kept for inspection by the Company, but in all other cases a representative shall have the opportunity of inspecting the loss or damage before any repairs or alterations are effected.

The liability of the Company under this Policy in respect of any item sustaining damage shall cease if said item is kept in operation after a claim without being repaired in the satisfaction of the Company or if temporary repairs are carried out without the Company's consent.

#### 6. RECOURSE-

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 required by the Company in the interest of any rights or remedies, or of obtaining relief or indemnity from parties (other than those insured under this Policy) to which the Company shall be or would become entitled or subrogated upon their 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 the Insured's indemnification by the Company.

#### 7. FRAUDULENT CLAIMS-

If a claim is in any respect fraudulent, or if any false declaration is made or used in support thereof, or if any fraudulent means or devices are used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy, or if a claim is made and rejected and no action or suit is commenced within three months after such rejection or, in case of arbitration taking place as provided therein, within three months after the Arbitrator or Arbitrators or Umpire have made their award, all benefit under this Policy shall be forfeited.

#### 8. OTHER INSURANCE-

If at the time any claim arises under this Policy there be any other Insurance covering the same loss, damage or liability the Company shall not be liable to pay or contribute more than their rateable proportion of any claim for such loss, damage or liability.

#### Terrorism Damage Exclusion Warranty:

This policy excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

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

This exclusion also includes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to the above.

#### **SECTION IV-A – EQUIPMENTS -**

All Electronic equipments like Computers, Medical, Biomedical, Micro- processors; Audio/Visual equipments including the value of Systems Software may be covered under Electronic Equipment Policy. The term equipment shall include the entire computer system consisting of CPU, Keyboards, Monitors, Printers, Stabilizers, UPS, and System Software etc.

Dish Antenna is excluded from the scope of cover under this section of the policy. Further portable Electronic Equipments like notebook, lap top computer, sonography are also excluded under this Section of the Policy.

The Company hereby agrees with the Insured (subject to the exclusions & conditions contained herein or endorsed hereon) that if at any time during the period of Insurance stated in the Schedule for which the Insured pays, the items or any part thereof entered in the Schedule shall suffer any unforeseen and sudden physical loss or damage from any cause, other than those specifically excluded, in a manner necessitating repair or replacement, the Company will indemnify the Insured in respect of such loss or damage as hereinafter provided by payment in cash, replacement or repair (at their own option) up to an amount not exceeding in any one year of insurance in respect of each of the items specified in the Schedule the sum set opposite thereto and not exceeding in all the total sum expressed in the Schedule as insured hereby.

#### **SPECIAL EXCLUSIONS APPLICABLE TO SECTION – IV-A**

The Company shall not, however, be liable for -

- a) the Excess stated in the Schedule to be borne by the Insured in any one occurrence; if more than one item is lost or damaged in one occurrence, the insured shall not, however, be called upon to bear more than the highest single Excess applicable to such items;
- b) loss or damage caused by any faults or defects existing at the time of commencement of the present insurance within the knowledge of the insured, or his representatives, whether such faults or defects were known to the company or not;
- c) loss or damage as a direct consequence of the continual influence of operation (e.g. wear and tear, cavitations, erosion, corrosion, incrustation) or of gradual deterioration due to atmospheric conditions;
- d) any costs incurred in connection with the elimination of functional failures unless such failures were caused by an indemnifiable loss of or damage to the insured items;
- e) any costs incurred in connection with the maintenance of the insured items, such exclusion also applying to parts exchanged in the course of such maintenance operations;
- f) loss or damage for which the manufacturer or supplier of the insured items is responsible either by law or under contract;

- g) loss of or damage to rented or hired equipment for which the owner is responsible either by law or under a lease and/or maintenance agreement;
- h) consequential loss or liability of any kind or description;
- i) loss of or damage to bulbs, valves, tubes, ribbons, fuses, seals, belts, wires, chains, rubber tyres, exchangeable tools, engraved cylinders, objects made of glass, porcelain or ceramics sieves or fabrics, or any operating media (e.g. lubricating oil, fuel, chemicals);
- j) aesthetic defects, such as scratches on painted polished or enameled surfaces

In respect of the parts mentioned under i) and j) above the Company shall be liable to provide compensation in the event that such parts are effected by an indemnifiable loss or damage to the insured items.

### **PROVISIONS APPLYING TO SECTION – IV-A**

#### **SUM INSURED**

It is a requirement of this insurance that the Sum Insured shall be equal to the cost of replacement of the insured property by new property of the same kind and same capacity, which shall mean its replacement cost including freight, dues and customs duties, if any and erection costs.

The sum insured of the equipment insured under this section shall include the value of ‘System Software’.

#### **BASIS OF INDEMNITY**

- a) In cases where damage to an insured item can be repaired the Company will pay expenses necessarily incurred to restore the damaged machine to its former state of serviceability plus the cost of dismantling and re-erection incurred for the purpose of effecting the repairs as well as ordinary freight to and from a repair-shop, customs duties and dues if any, to the extent such expenses have been included in the Sum Insured. If the repairs are executed at a workshop owned by the Insured, the Company will pay the cost of materials and wages incurred for the purpose of the repairs plus a reasonable percentage to cover overhead charges.

No deduction shall be made for depreciation in respect of parts replaced, except those with limited life, but the value of any salvage will be taken into account. If the cost of repairs as detailed hereinabove equals or exceeds the actual value of the machinery insured immediately before the occurrence of the damage, the settlement shall be made on the basis provided for in (b) below.

- b) In cases where an insured item is destroyed, the Company will pay the actual value of the item immediately before the occurrence of the loss, including costs for ordinary freight, erection and customs duties if any, provided such expenses have been included in the sum insured, such actual value to be calculated by deducting proper depreciation from the

replacement value of the item. The Company will also pay any normal charges for the dismantling of the machinery destroyed, but the salvage will be taken into account.

Any extra charges incurred for overtime, night-work, work on public holidays, express freight, are covered by this Insurance only if especially agreed to in writing.

In the event of the Makers' drawings, patterns and core boxes necessary for the execution of a repair not being available the Company shall not be liable for the cost of making any such drawings, patterns and core boxes.

The cost of any alterations, improvements or overhauls shall not be recoverable under this policy.

The cost of any provisional repairs will be borne by the Company if such repairs constitute part of the final repairs, and do not increase the total repair expenses.

- c) In cases where the Insured item is subjected to total loss and meanwhile it becomes obsolete, all costs necessary to replace the lost or damaged insured item with a follow-up model (similar type) of similar structure/ configuration (of similar quality) i.e. low, average or high capacity – will be reimbursed.

If the sum insured is less than the amount required to be insured as per Provision - 1 hereinabove, the Company will pay only in such proportion as the sum insured bears to the amount required to be insured. Every item if more than one shall be subject to this condition separately.

The Company will make payments only after being satisfied, with necessary bills and documents that the repairs have been effected or replacements have taken place, as the case may be. The Company may, however, not insist for bills and documents in case of total loss where the Insured is unable to replace the damaged equipment for reasons beyond their control. In such cases claims can be settled on 'Indemnity Basis'.

## **WARRANTY**

It is warranted that the Maintenance Agreement in force at the inception of this policy is maintained during the currency of this policy and no variation in the terms of the Agreement shall be made without the written consent of the Company being obtained.

For the purpose of this warranty the word 'Maintenance' shall mean the following-

- i) Safety checks,
- ii) Preventive maintenance
- iii) Rectification of loss or damage or faults arising from normal operation as well as from ageing.

## **SECTION IV-B – EXTERNAL DATA MEDIA**

The Company hereby agrees with the Insured that if the external data media entered in the Schedule inclusive of the information stored thereon, which can be directly processed in EDP systems, shall suffer any material damage caused by peril covered under Section IV-A of this Policy, the Company will indemnify the Insured as hereinafter provided in respect of such loss or damage up to an amount not exceeding in any one year of insurance in respect of each of the data media specified in the Schedule the sum set opposite thereto and not exceeding in all the total sum insured hereby, provided always that such loss or damage occurs during the period of Insurance stated in the Schedule or during any subsequent period for which the Insured pays and the Company may accept the premium for the renewal of this Policy. This cover applies while the insured data media are kept on the Premises. Coverage against restoration of data under Section IV-B only to be granted if backup system is available.

### **SPECIAL EXCLUSIONS APPLICABLE TO SECTION IV-B**

The Company shall, however, not be liable for –

- a) the excess stated in the Schedule to be borne by the Insured in any one occurrence
- b) any costs arising from false programming, punching, labeling or inserting, inadvertent canceling of information or discarding of data media, and from loss of information caused by magnetic fields;
- c) consequential loss of any kind or description whatsoever

### **PROVISIONS APPLYING TO SECTION IV-B**

#### **SUM INSURED**

It is a requirement of this Insurance that the sum insured shall be the amount required for restoring the insured external data media by replacing lost or damaged data media by new material and reproducing lost information.

#### **BASIS OF INDEMNITY**

The Company will indemnify any expenses that can be proved to have been incurred by the Insured within a period of 12 months as from the date of the occurrence strictly for the purpose of restoring the insured external data media to a condition equivalent to that existing prior to the occurrence and necessary for permitting data processing operations to be continued in the normal manner.

If it is not necessary to reproduce lost data or information, or if such reproduction is not effected within 12 months after the occurrence, the Company shall only be liable to indemnify the expenses incurred for replacing the lost or damaged data media themselves by new material.

As from the date of an indemnifiable occurrence the sum insured shall be reduced for the remaining period of insurance by the amount of indemnity paid, unless the sum insured is reinstated.

### **SECTION IV-C – INCREASED COST OF WORKING**

Notwithstanding Exclusion (i) under Section IV-A of this Policy the Company hereby agrees to indemnify the Insured up to but not exceeding the limits of Indemnity stated in the Schedule for all additional costs which the Insured shall incur to ensure continued data processing on substitute equipment if such costs arise as an unavoidable consequence of an indemnifiable loss or damage during the period of insurance to property insured under the Material Damage Section of this Policy.

### **SPECIAL EXCLUSIONS APPLICABLE TO SECTION IV-C**

The Company shall not be liable for -

- i) Costs incurred for use of substitute equipment during the Time Excess stated in the Schedule,
- ii) Costs for replacement of data media, data and regeneration of data,
- iii) Costs arising out of circumstances, which are not connected with the insured material damage. In particular the Company shall not be liable for additional costs arising out of -
  - a) bodily injuries,
  - b) orders or measures imposed by any public authority,
  - c) expansion and improvements of the equipments,
  - d) Lack of funds causing delay in repairs or replacement of damaged equipments,
- iv) Any other consequential loss such as loss of market or interest.

### **PROVISIONS APPLYING TO SECTION IV-C**

#### **INDEMNITY PERIOD**

The Indemnity Period shall commence with putting into use the substitute equipments. The insured shall bear that proportion of each claim, which corresponds to the Time Excess agreed.

#### **SUM INSURED**

The 'indemnity limit per hour' and 'total sum insured' stated in the schedule shall be declared by the insured. The total sum insured shall represent the aggregate limit of indemnity payable for all events occurring during the period of insurance.

The Company will also reimburse the insured for personnel expenses and costs for transportation of materials following an event giving rise to a claim under this Section of the Policy provided separate sums therefore have been entered in the Schedule.

As from the date of an indemnifiable occurrence the sum insured shall be reduced for the remaining period of insurance by an amount of indemnity paid unless - reinstated by payment of an additional premium prescribed by the Company.

#### **LOSS SETTLEMENT**



The Company shall indemnify those costs and expenses, which can be proved to have been incurred during the indemnity period to maintain data processing operations to their previous extent, that are additional to those which would have been incurred during the same period if no insured event had occurred.

The total indemnity per event shall not exceed an amount equal to the agreed 'indemnity limit per hour' or the 'actual hourly rate payable for the use of substitute equipments,' whichever is less multiplied by the number of working hours stated as 'Indemnity Period' in the schedule or by the actual number of working hours for which the substitute equipment is put into use, whichever shall be less.

However, if it is found, following an interruption, that the limit selected 'per hour' is less than the amount actually incurred per hour for use of substitute equipment, the Company shall be liable to indemnify the insured in the same proportion as the limit selected 'per hour' bears to the amount actually incurred per hour.

Provided always that –

- i) The interruptions shorter than the Time Excess stated in the Schedule shall be excluded from the scope of this Policy and
- ii) In respect of interruptions longer than the Time Excess the insured shall bear that proportion of each claim which corresponds to the Time Excess

**SECTION V – MACHINERY BREAKDOWN**

In consideration of the Insured named in the Schedule hereto having paid to the Company the full premium mentioned in the said schedule and subject to the terms, exceptions, exclusions, provisions and conditions contained herein or endorsed hereon, the Company will at its own option by payment or reinstatement or repair, indemnify the Insured against unforeseen and sudden physical damage by any cause not hereinafter excluded to any Insured property specified in the attached schedule(s) whilst in the premises therein mentioned necessitating its immediate repair or replacement. This Policy shall apply to the Insured items after successful completion of their performance/acceptance tests, whether they are at work or at rest, or being dismantled for the purpose of cleaning or overhauling, or in the course of the aforesaid operations themselves, or when being shifted within the premises, or during subsequent re-erection. The liability of the Company for any one item of the Insured property shall not exceed in the aggregate in any one period of Insurance the Sum Insured set against such in the attached schedule(s), unless the Sum Insured under such item is reinstated after occurrence of a claim for balance period.

**SPECIAL EXCLUSIONS APPLICABLE TO SECTION V**

THE COMPANY SHALL NOT BE LIABLE UNDER THIS POLICY IN RESPECT OF –

- 1. Loss, damage and/or liability caused by or arising from or in consequence, directly or indirectly of fire including extinguishment of a fire or clearance of debris and dismantling necessitated thereby, smoke, soot, aggressive substance, lightning, explosion of any kind (other than bursting or disruption of turbines, compressors, cylinders of steam engines,

hydraulic cylinders or fly wheels or other apparatus subject to centrifugal force, internal pressure) theft, collapse of buildings, subsidence, landslide, rockslide, water which escapes from water containing apparatus, flood, inundation, storm, tempest, earthquake, volcanic eruption or other Acts of God, impact of land borne or waterborne or airborne craft or other aerial devices and/or articles dropped therefrom.

Any loss or damage by fire within the electrical appliances and installation Insured by this Policy arising from or occasioned by overrunning, excessive pressure, short circuiting, arcing, self-heating or leakage of electricity, from whatever cause (lightning included), is covered; provided that this extension shall apply only to the particular electrical machine; apparatus fixture fitting or portions of the electrical installation so affected and not to other machines, apparatus, fixtures fittings or portions of the electrical installation which may be destroyed or damaged by fire so set up.

2. Accident, Loss, damage/and/or liability resulting from over load experiments or tests requiring the imposition of abnormal conditions.
3. Gradually developing flaws, defects, cracks or partial fractures in any part not necessitating immediate stoppage, although at some future time repair or renewal of the parts affected may be necessary.
4. Deterioration of or wearing away or wearing out any part of any machine caused by or naturally resulting from normal use or exposure.
5. Loss, damage and/or liability caused by or arising out of the willful act or willful neglect or gross negligence of the Insured or his responsible representatives
6. Liability assumed by the Insured by agreement unless such liability would have attached to the Insured notwithstanding such agreement.
7. Loss, damage and/or liability due to faults or defects existing at the time of commencement of this insurance and known to the Insured or his responsible representative but not disclosed to the Company.
8. Loss of use of the Insured's plant or property of any other consequential loss incurred by the Insured.
9. Loss, damage/and/or liability due to explosions in Chemical Recovery Boilers, other than pressure explosions for e.g. smelt, chemical, ignition, Explosions etc.

#### **SPECIAL EXCLUSIONS APPLICABLE TO SECTION V**

The Company shall not be liable for –

1. The Excess, as stated in the Schedule, to be first borne by the Insured out of each and every claim; where more than one item is damaged in one and same occurrence, the Insured shall not, however, be called upon to bear more than the highest Excess applicable to any one such item;

2. Loss of or damage to belts, ropes, chains, rubber tyres, dies, moulds, blades, cutters, knives or exchangeable tools, engraved or impression cylinders or rolls; objects made of glass, porcelain, ceramics, all operating media (e.g. lubricating oil, fuel, catalyst, refrigerant, dowertherm) felts, endless conveyor belts or wires; sieves, fabrics, heat resisting and anti-corrosive lining and parts of similar nature, packing material, parts not made of metal (except insulating material) and non-metallic lining or coating of metal parts;
3. Loss or damage for which the manufacturer or supplier or repairer of the property is responsible either by law or contract.

In any action, suit or other proceeding where the Company alleges that by reason of the provisions of the exceptions or exclusions above, any loss, destruction, damage or liability is not covered by this insurance, the burden of proving that such loss, destruction, damage or liability is covered shall be upon the Insured.

#### **PROVISION APPLICABLE TO SECTION V**

##### **SUM INSURED**

The Sum Insured in respect of each item for coverage under this Section shall be equal to the cost of replacement of such item by a new item of the same kind and capacity which shall mean its current new replacement cost including ordinary freight, customs duty, other dues, if any, and cost of erection

##### **BASIS OF INDEMNITY**

- a) In cases where damage to an insured item can be repaired, the Company will pay expenses necessarily incurred to restore the damaged machine to its former state of serviceability plus the cost of dismantling and re-erection incurred for the purpose of effecting the repairs as well as ordinary freight to and from a repair-shop, customs duties, if any, to the extent such expenses have been included in the Sum Insured. If the repairs are executed at a workshop owned by the Insured the Company will pay the cost of materials and wages incurred for the purpose of the repairs plus a reasonable percentage to cover overhead charges.

No deduction shall be made for depreciation in respect of parts replaced except those with limited life but the value of any salvage will be taken into account.

If the cost of repairs as detailed hereinabove equals or exceeds the actual value of the machinery insured immediately before the occurrence of the damage the settlement shall be made on the basis provided for in (b) below.

- b) In cases where an insured item is destroyed, the Company will pay the actual value of the item immediately before the occurrence of the loss including costs for ordinary freight, erection and customs duties, if any, provided such expenses have been included in the Sum Insured, such actual value to be calculated by deducting proper depreciation from the

replacement value of the item. The Company will also pay any normal charges for the dismantling of the machinery destroyed but the salvage will be taken into account.

Any extra charges incurred for over time, night-work, work on public holidays, express freight are covered by this insurance only if especially agreed to in writing.

In the event of the Makers' drawings, patterns and core boxes necessary for the execution of a repair not being available the Company shall not be liable for cost of making any such drawing patterns or core boxes.

The cost of any alterations, improvements or overhauls shall not be recoverable under this Section of the Policy.

The cost of any provisional repairs will be borne by the Company if such repairs constitute part of the final repairs and do not increase the total repair expenses.

If the Sum Insured is less than the amount required to be insured, the Company will pay only in such proportion as the Sum Insured bears to the amount required to be insured. Every item if more than one shall be subject to this condition separately.

The Company will make payments only after being satisfied, by production of the necessary bills and documents, that the repairs have been effected or replacements have taken place, as the case may be. The Company may, however, not insist for bills and documents in case of total loss where the Insured is unable to replace the damaged equipments for reasons beyond their control. In such cases claims can be settled on 'Indemnity Basis'.

#### **INSPECTION OF TURBINES AND TURBO-GENERATORS –**

All Mechanical and Electrical parts of any steam turbine, gas turbine or generator up to 30,000 KW shall be inspected and overhauled thoroughly under the supervision of Maker's representatives, in a completely opened up state at least every two years: for turbines or generators exceeding 30,000 KW such inspection and overhaul shall take place after 32,000 hours of operation or every four years. The cost of inspection and overhauling shall be borne by the Insured and a copy of the Report issued by the Maker's representative on such inspection and overhauling shall be furnished to the Company immediately after the work has been carried out.

The Insured shall arrange for these regular inspections in such a way as to enable the company's representative to be present at the inspection at their own expenses. The Company shall be notified at least seven days in advance of the commencement of any overhauling necessary according to expert opinion.

#### **CONDITIONS –**

- a) This Policy and the attached Schedule(s) shall be read together as one contract and words and expressions to which specific meanings have been attached in any part of this Policy or of the attached Schedule(s) shall bear the same meaning wherever they may appear.

- b) If a claim is in any respect fraudulent or if any false declaration is 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 benefit under this Policy, or if a claim is made and rejected and no action, or suit is commenced within three months after such rejection or in a case of arbitration taking place as provided therein within three months after the arbitrator or arbitrators or umpire have made their awards, all benefit under this Policy shall be forfeited.
- c) No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company who shall be entitled if they so desire to take over and conduct in the name of the Insured the defence or settlement of 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.
- d) The due observance and fulfilment of the terms, provisions and conditions of and endorsement on this Policy in so far as they relate to anything to be done or complied with by the Insured and the truth of the statement and answers in the said proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.

#### **OBLIGATIONS OF THE INSURED –**

- a) The Insured shall take all reasonable steps to maintain the Insured property in efficient working order and to ensure that no item is habitually or intentionally over loaded. The Insured shall fully observe the manufacturer's instructions for operating, inspection and overhaul, as well as government, statutory municipal and all other binding regulations in force concerning the operation and maintenance of the Insured plant and machinery;
- b) The Company's Officials shall at all reasonable times have the right to inspect and examine any property Insured hereunder and the Insured shall provide the Officials of the Company with all details and information necessary for the assessment of the risk. The Company shall provide the Insured with a copy of the inspecting Official's report; which shall however be treated as strictly confidential both by the Insured and the Company.
- c) In the event of any –
  - i) Material change in the original risk;
  - ii) Alteration, modification or addition to Insured item
  - iii) Departure from prescribed operating conditions, whereby the risk or loss or damage increases
  - iv) Changes in the Insured's interest (such as discontinuation or liquidation of the business or being placed in receivership) taking place, the Policy shall be void unless its continuance be agreed by endorsement signed by the Company

#### **DUTIES FOLLOWING AN ACCIDENT –**

In the event of any occurrence which might give rise to a claim under this Policy the Insured shall –

- a) Immediately notify the Company by telephone or telegram as well as in writing, giving an indication as to the nature and extent of loss or damage;
- b) Take all reasonable steps within his power to minimise the extent of the loss or damage;
- c) Preserve the damaged or defective parts and make them available for inspection by an official or surveyor of the Company.
- d) Furnish all such information and documentary evidence as the Company may require.

The Company shall not be liable for any loss or damage of which no notice and completed claim form have been received by the Company within Fourteen days of its occurrence.

Upon notification of a claim being given to the Company, the Insured may proceed with the repair of any minor damage not exceeding Rs. 2,500/- provided that the carrying out of such repair is without prejudice to any question of liability of the Company and that any damaged part requiring replacement is kept for inspection by the Company, but in all other cases a representative of the Company shall have the opportunity of inspecting the damage before any alterations repairs or replacement are effected. Nothing contained herein shall prevent the Insured from taking such steps as are absolutely necessary to maintain the operation of the plant.

The liability of the Company under this Policy in respect of any item of property sustaining damage, for which indemnity is provided, shall cease if the said item is kept in operation without being repaired to the satisfaction of the Company.

## **7. OTHER INSURANCE –**

If at the time any claim arises under this Policy there is any other insurance covering the same loss damage or liability the Company shall not be liable to pay or contribute more than its rateable proportion of such loss damage or liability.

## **8. POSITION AFTER A CLAIM –**

- a) The Insured shall not be entitled to abandon any property whether taken possession of by the Company or not.
- b) As from the day of loss the Sum Insured for the remainder of the period of insurance is reduced by the amount of the compensation. To prevent under insurance during the remainder of the current period of insurance the amount Insured must be reinstated. The premium will be calculated pro-rata from the day repaired item is again put to work. For subsequent period of insurance the original indemnity and premium are again in force unless circumstances justify an alteration.

## **9. TRANSFER OF INTEREST –**

The insurance granted by this Policy shall cease to attach to any items described in the Schedule the interest in which shall pass from the Insured otherwise than by will or operation of law. Unless the consent of the Company for the continuance of the Insurance shall be obtained and signified by endorsement hereon.

#### **10. RECOURSE –**

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 required by the Company in enforcing any right or remedies of obtaining relief or indemnity from parties (other than those Insured under this Policy) to which the Company shall be or would become entitled or subrogated upon their paying for or making good of any loss damage under this Policy, whether such acts and things shall be or become necessary or required before or after the Insured's indemnification by the Company.

#### **SECTION VI- BOILER AND PRESSURE VESSELS**

In consideration of the Insured named in the Schedule hereto having paid to the Company the full premium mentioned in the said Schedule and subject to the terms exceptions, exclusions, provisions, definitions, warranties and conditions contained herein or endorsed hereon, the Company will at its own option by payment or reinstatement or repair indemnify the Insured against –

1. Damage (other than by fire) to the Boilers and/or other Pressure Plant described in the Schedule;
2. Damage (other than by fire) to surrounding Property of the Insured described in the Schedule or to the Property held by the Insured in trust or on commission or for which he is responsible;
3. Liability of the Insured at law on account of -
  - a) death of or Bodily Injury to any person (other than a person under a contract of service or apprenticeship with the Insured sustaining death or Bodily Injury which arises out of and in the course of employment with the Insured);
  - b) damage to the Property not belonging to the Insured nor held in trust or on commission nor for which he is responsible;

caused by and solely due to explosion or collapse as hereinafter defined of any Boiler or other Pressure Plant described in the Schedule occurring in the course of ordinary working.

Provided that the liability of the Company for any one item of the insured Property and third party liability shall not exceed in the aggregate in any one Period of Insurance the Sum Insured set against such item in the attached Schedule(s) unless the Sum Insured under such item is reinstated after occurrence of a Claim for balance period.

#### **SPECIAL EXCLUSIONS APPLICABLE TO SECTION VI**

The company shall not be liable under this policy in respect of –

1. Loss damage and/or liability caused by or arising from or in consequences, directly or indirectly of Fire (arising from explosion or collapse or any other cause whatsoever) including extinguishment of a fire or clearance of debris and dismantling necessitated thereby, smoke, soot, aggressive substance lightning, theft, collapse of buildings, subsidence, landslide, rockslide, water which escapes from water containing apparatus, flood, inundation, storm, tempest, earthquake, volcanic eruption or other Acts of God, impact of land borne, waterborne, or airborne craft or other aerial devices and/or articles dropped therefrom.
2. Accident loss damage and/or liability resulting from overload experiments or tests requiring the imposition of abnormal conditions.
3. Gradually developing flaws, defects, cracks or partial fractures in any part not necessitating immediate stoppage although at some future time repair or renewal of the parts affected may be necessary.
4. Defects due to the wearing away or the wasting of the materials of a Boiler or a Pressure Plant whether by leakage, corrosion or by the action of the fuel or otherwise the grooving or the fracturing of any of the parts of a Boiler or Pressure Plant or for deterioration generally or for the development of cracks blisters, lamination and other flaws or fractures, failures of joint within the range of steam or feed pipes, or for bulging and deformation due to overheating of tubes (unless such defects, fracture, failure or bulging result in explosion or collapse) or for the cracking of section of cast-iron heating boilers or other vessels constructed of cast iron.
5. The failure of individual tubes in Boilers of the water tube locomotive or other multitubular types, in Super heaters or in Economizers (unless such defects result in explosion or collapse).
6. Loss or damage to the insured plant or property and/or liability arising during and occasioned by the application of steam hydraulic or any other test of this plant as specified by Inspecting Authority or otherwise.
7. Loss or damage and/or liability caused by or arising out of the wilful act or wilful neglect or gross negligence of the Insured or his responsible representatives.
8. Liability assumed by the Insured by agreement unless such Liability would have attached to the Insured notwithstanding such agreement.
9. Loss or damage and/or liability due to faults or defects existing at the time of commencement of this Insurance and known to the Insured or his responsible representatives but not disclosed to the Company.
10. Loss of use of the Insured's plant or property or any other consequential loss incurred by the Insured.
11. Loss or damage for which the manufacturer or supplier or repairer of the property is responsible either by law or under contracts.



In any action, suit or other proceeding where the Company alleges that by reason of the exceptions or exclusions above any loss destruction, damage or liability is not covered by this insurance, the burden of proving that such loss destruction, damage or liability is covered shall be upon the Insured.

#### **WARRANTIES –**

It is hereby warranted that during the currency of the Policy;

- i) The Boiler and Pressure Plants described in the Schedule are annually inspected by Inspectors appointed by the appropriate Government except where there is no statutory requirement for Government Inspection; the inspections are to be carried out by an independent competent person;
- ii) The Boilers and Pressure Plant described in the Schedule shall only be operated by Attendants holding a valid certificate of competency issued under the appropriate Boiler Act;
- iii) The Insured shall be in possession of the unqualified permission in writing of the competent Inspecting Authority to operate the said Boilers and Pressure Plants. If the maximum pressure or load upon safety valve immediately prior to any explosion or collapse was in excess of that stipulated by the said Authority the Insured shall not be entitled to any compensation or indemnity under this Policy in respect of such explosion or collapse.

#### **DEFINITIONS –**

The following terms wherever used in this Policy shall have attached to them the under mentioned meanings –

1. ‘Boiler’ shall mean any fired closed vessel or a combined container piping system in which steam is generated under pressure.
2. ‘Pressure Plant’ shall mean any unfired closed container under steam gas or fluid pressure.
3. ‘Explosion’ shall mean the sudden and violent rending or tearing apart of the permanent structure of a Boiler or Pressure Plant or any part or parts thereof by force of internal steam gas or fluid pressure causing bodily displacement of the said structure and accompanied by the forcible ejection of its contents.
4. ‘Collapse’ shall mean the sudden and dangerous distortion of any part of Boiler or Pressure Plant by bending or crushing caused by Steam Gas or Fluid Pressure whether attended by rupture or not. It shall not mean any slowly developing deformation due to any cause.
5. ‘Flue Gas Explosion’ shall mean an explosion of ignited gases in the furnaces or flues of the boilers, economisers and super heaters.
6. ‘Chemical Explosion’ shall mean an explosion arising out of chemical reaction in any plant.

**SPECIAL CONDITIONS APPLICABLE TO SECTION VI-**

1. This Policy and the attached Schedule(s) shall be read together as one contract and any words or expressions to which specific meanings have been attached in any part of this Policy or of the attached Schedules shall bear the same meanings wherever they may appear.
2. The pressure or load upon the safety valves of any items of plant shall at no time exceed the maximum pressure specified in the Schedule or the permissible working pressure therefore as set out in the report on the last examination whichever is the lowest.
3. If at any time after commencement of this insurance there is an alteration of fuel used other than for which the Boiler was designed or which is used at the time of effecting the insurance, the Company shall be informed immediately of such alteration and this insurance will continue only on payment of additional premium if necessary to be fixed on the merits of each individual item.
4. If a claim is in any respect fraudulent or if any false declarations 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 this Policy, or if a claim is made and rejected and no action or suit is commenced within three months after such rejection or in case of Arbitration taking place as provided herein within three months after the Arbitrators or Umpire have made their award, all benefit under this Policy shall be forfeited.
5. No admission, offer promise, payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company who shall be entitled if they so desire to take over and conduct in the name of the Insured the defense or settlement of 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.
6. The due observance and fulfilment of the terms, provision and condition of and endorsements on this Policy in so far as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers in the said proposals shall be conditions precedent to any liability of the Company to make any payment under this Policy.

**SUM INSURED –**

If the Boiler & Pressure Plant covered under Item No. 1 of the Policy Schedule shall at the time of any loss be of greater value than the Sum Insured then the Insured shall be considered as being the own Insurer for the difference and shall bear a rateable share of the loss accordingly.

The term value shall mean the new replacement value of the Plant inclusive of freight dues and custom duties, if any and erection costs. Every item if more than one of this Policy shall be separately subject to this condition.

**BASIS OF INDEMNITY –**

- a. In case where damage to an item can be repaired, the Company shall pay expenses necessarily incurred to restore the damaged machine to its former state of serviceability plus the cost of dismantling and re-erection incurred for the purpose of effecting the repairs, as well as ordinary freight to and from a repair shop, customs duties, if any but for the Boiler and Pressure Vessel listed in the Schedule, only to the extent such expenses have been included in the Sum Insured. If the repairs are executed at a workshop owned by the Insured, the Company shall pay the cost of materials and wages incurred for the purpose of the repairs plus the reasonable percentage to cover overhead charges. No deduction shall be made for depreciation in respect of parts replaced, but the value of any salvage shall be taken into the account. If the cost of repairs as detailed herein above equals or exceeds the actual value of the item immediately before the occurrence of the damage, the settlement shall be made on the basis provided for in (b) below.
- b. In case where an insured item is destroyed the Company shall pay the actual value of the item immediately before the occurrence of the loss, including charges for ordinary freight cost of erection and customs duties if any but for the Boiler and Pressure Vessels listed in the Schedule, only provided such expenses have been included in the Sum Insured, such actual value to be calculated by deducting proper depreciation from the replacement value of the item. The Company shall also pay any normal charges for the dismantling of the item destroyed, but the salvage shall be taken into account.

Any extra charges incurred for overtime night work, work on public holiday and excess freight shall be covered by this Policy only if especially agreed in writing.

The Company will make payments only after being satisfied, with the necessary bills and documents that the repairs have been effected or replacements have taken place, as the case may be. The Company may, however, not insist for bills and documents in case of total loss where the Insured is unable to replace the damaged equipments for reasons beyond their control. In such cases claims can be settled on 'Indemnity Basis'.

#### 7. OBLIGATIONS OF THE INSURED –

- a) The Insured shall take all reasonable steps to maintain the insured property in efficient working order and to ensure that no item is habitually or intentionally overloaded. The Insured shall fully observe the manufacturer's Instructions for operating inspection and overhaul, as well as Government statutory municipal and all other binding regulations including the rules under the Indian Boilers Act in force concerning the operation and maintenance of the insured Boilers and Pressure Plants.
- b) The Company's officials shall at all reasonable times have the right to inspect and examine any Boiler and Pressure Plant or any property insured hereunder and the Insured shall provide the officials of the Company with all details and information necessary for the assessment of the risk. The Company shall provide the Insured with a copy of the Inspecting official's report, which shall however be treated as strictly confidential both by the Insured and the Company.

Whenever arrangements have been made for a 'Thorough Inspection' of Boiler or Pressure Plant the Insured shall cause the Boiler or Pressure Plant to be stopped, emptied and properly cleaned inside and outside and rendered accessible in every part, so far as its construction will allow.

c) In the event of any –

- i) Material change in the original risk
- ii) Alteration, modification or addition to an insured item
- iii) Departure from prescribed operating conditions whereby the risk of loss or damage increases
- iv) Changes in the Insured's interest (such as discontinuation of liquidation of the businesses or business or being placed in receivership)

taking place, the Policy shall be void unless its continuance be agreed by endorsement signed by the Company.

#### 8. DUTIES FOLLOWING AN ACCIDENT –

In the event of any occurrence which might give rise to a claim under this Policy the Insured shall -

- a) Immediately notify the Company by telephone or telegram as well as in writing giving an indication as to the nature and extent of loss or damage.
- b) Take all reasonable steps within his power to minimise the extent of the loss or damage or liability;
- c) Preserve the damage or defective parts and make them available for inspection by an official or surveyor of the Company;
- d) Furnish all such information and documentary evidence as the Company may require.

The Company shall not be liable for any loss or damage of which notice and completed form have not been received by the Company within Fourteen days of its occurrence.

Upon notification of a claim being given to the Company the Insured may proceed with the repair of any minor damage not exceeding Rs. 2,500/- provided that the carrying out of such repair is without prejudice to any question of liability of the Company and any damaged part requiring replacement is kept for inspection by the Company but in all other cases a representative of the Company shall have the opportunity of inspecting the damage before any alterations, repair or replacements are effected. Nothing contained herein shall prevent the Insured from taking such steps as are absolutely necessary to maintain the operation of the Plant.

The liability of the Company under the Policy in respect of any item of property sustaining damage, for which indemnity is provided, shall cease if the said item is kept in operation without being repaired to the satisfaction of the Company.

#### 9. OTHER INSURANCE –

If at the time any claim arises under this Policy there is any other insurance covering the same loss, damage or liability, the Company shall not be liable to pay or contribute more than its rateable proportion of such loss, damage or liability.

#### 10. POSITION AFTER A CLAIM –

- a) The Insured shall not be entitled to abandon any property to the Company whether taken possession of by the Company or not.
- b) As from the day of the loss the Sum Insured for the remainder of the period of insurance is reduced by the amount of the compensation. To prevent under Insurance during the remainder or the current period of insurance the amount insured must be reinstated. The premium will be calculated pro rata from the day repaired item is again put to work. For subsequent periods of insurance the original indemnity and premium are again in force unless circumstances justify an alteration.

#### 11. TRANSFER OF INTEREST –

The insurance granted by this Policy shall cease to attach to any items described in the Schedule the interest in which shall pass from the Insured otherwise than by will or operation of law unless the consent of the Company for the continuance of the insurance shall be obtained and signified by endorsement hereon.

#### 12. RECOURSE –

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 required by the Company in endorsing any right or remedies or of obtaining relief or indemnity from parties (other than those Insured under this Policy) to which the Company shall be or would become entitled or subrogated upon their 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 the Insured's indemnification by the Company.

### **SECTION VII – ALL RISK**

In consideration of the Insured named in the Schedule hereto having paid to the Company the full premium mentioned in the said Schedule, the Company will indemnify the Insured against the repair or replacement costs incurred by the Insured in respect of Accidental loss of or damage to the property described in the Schedule and belonging to the Insured caused by any unforeseen and sudden physical loss (except a cause which is excluded) during the course of Insured's Business, provided that the liability of the Company in respect of any one item of such property in any one Policy Period will not individually or in the aggregate exceed the sub-limit of the Sum Insured set against such item in the Schedule.

#### **SPECIAL CONDITIONS APPLICABLE TO SECTION VII**

1. At all times during the Policy Period, 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 Policy Period 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 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.

2. Loss or damage to the insured property shall be settled at the market value, after charging the applicable depreciation.
3. In the event of loss of or damage to any instrument/component forming part of a pair or set of the property insured hereunder, the Company shall not be liable for more than the depreciated value of the particular instrument/component which may be lost or damaged without reference to any special value which such instrument/component may have as forming a pair or set in any event not exceeding a proportionate part of the Sum Insured in respect of such instrument/ component.
4. A maintenance agreement should be in force at the inception of this Policy and is to be maintained during the currency of this Policy and no variation in the terms of the Agreement should be made without the written consent of the Company being obtained.
5. In the event of loss of or damage to the property or any components thereon necessitating the supply of components not obtainable from the stocks held in this country or in the event of the Company exercising the option to pay in cash the amount of the loss or damage, the liability of the Company in respect of any such components shall be limited to:
  - i. the price quoted in the latest catalogue or price list issued by the makers or their agents in this country,
  - OR
  - ii. If no such catalogue or price list exists, the price list obtained at the makers works plus the reasonable cost of transport otherwise than by air to this country and the amount of the relative import duty.

PLUS

The reasonable cost of fitting such parts.

6. **ARTICLES IN PAIRS OR SETS:** Where any items insured hereunder consists of articles in pair or set, the Company's liability in respect thereof shall not exceed the value of any particular part or parts which may be lost or damaged without reference to any special value

which such article or articles may have as part of such pair or set and not more than a proportionate part of the Insured value of the pair or set.

### **SPECIAL EXCLUSIONS APPLICABLE TO SECTION VII**

The Company is not liable for and no indemnity will be provided in respect of any loss arising out of, caused by, occasioned by, attributable to or howsoever connected to:

1. Loss or damage directly or indirectly, occasioned by or happening through or in consequence of volcanic eruption or other similar convulsion of nature and atmospheric disturbance
2. Wilful act or wilful negligence of the Insured or his representative(s).
3. Consequential loss or legal liability of whatsoever nature.
4. Any loss or damage to the insured property or to the general public and/ or legal liability arising out of immoral or unethical use of insured property.
5. Loss of or damage to the property covered under this policy falling under the terms of the maintenance agreement.
6. Loss, destruction or damage directly occasioned by pressure wave caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
7. Electromagnetic field (EMF) Exclusion: The policy does not apply to, have no liability hereunder to the insured in respect of personal injury, bodily injury or illness of a person, loss or damage to property, or advertising liability arising out of, exposure to any electric, magnetic and/ or electromagnetic field of any frequency, whether the same be caused or allegedly caused by the insured's power lines or otherwise.
8. loss or damage to the Property by or due to or arising from:
  - (a) Defective workmanship material or design, wear and tear depreciation, moth, vermin, process of cleaning, repairing, restoring or renovating the action of light or atmospheric conditions or any other gradually operating cause.
  - (b) Manufacturing defects for which the manufacturer is responsible.
  - (c) Mechanical and / or electrical breakdown and/or derangement, overloading or strain; overrunning excessive pressure, short circuiting and / or self -heating
  - (d) Improper handling, dismantling, fitting adjustment, repair alteration or modification not approved by the makers/manufacturers and / or the agents of makers/manufacturers or

use of such property contrary to the directives of the makers/manufacturers and/or this agents.

(e) Scratching, cracking and/or denting.

(f) Breakage of articles of a brittle nature unless such breakage be caused by fire or theft and/or by accidental means external to the property insured.

9. Loss damage or consequential loss directly or indirectly caused by, consisting of, or arising from:

- I. Any functioning or malfunctioning of the internet or similar facility, or of any intranet or private network or similar facility,
- II. Any corruption, destruction, distortion, erasure or other loss or damage to data, software, or any kind of programming or instruction set,
- III. Loss of use or functionality whether partial or entire of data, coding, program, software, any computer or computer system or other device dependent upon any microchip or embedded logic, and any ensuing liability or failure of the Insured to conduct business.

This shall not exclude subsequent damage not otherwise excluded which itself results from an insured peril.

10. Loss or damage arising from detention, confiscation, destruction or requisition by or under the order of any Government of public or local authority.

11. Penalties of delay or detention or in connection with guarantees of performance or efficiency.

12. Theft, loss or damage during the hire or loan of the equipment/instrument to a third party.

13. Mysterious disappearance.

14. Loss/ Damage to any unattended item/ equipment, which is covered in the policy.

15. Loss/ Damage to any unattended item/ equipment carried under contract of affreightment.

16. Loss or damage due to theft or attempted theft by any employees of the insured or loss or damage occasioned through the willful act of the insured or any employee or the willful act of any other person with a connivance of the insured or any employee.

17. Over-winding, denting or internal damage of watches or clocks.



18. Loss or damage to money, securities, manuscripts, deeds, bonds, bills of exchange, promissory notes, stock or share certificates, stamps, travel tickets, travelers cheque, business books or document
19. Loss or damage caused by any defects existing at the time of commencement of the present insurance within the knowledge of the insured or their representatives
20. Any loss or damage arising through delay, detention or confiscation by Customs or other authorities.

### **SECTION VIII – MONEY INSURANCE**

In consideration of the Insured named in the Schedule hereto having paid to the Company the full premium mentioned in the said Schedule, the Company will indemnify the Insured for the loss In transit of money whilst carried by the Insured or its Employee, caused during the Policy Period by Robbery, theft or any other fortuitous event

The Company will also indemnify the Insured (if specifically declared and insured if shown as such on the Schedule):

- a. for the loss of Money caused by actual or attempted Burglary during the Policy Period but only if the Money is contained in a Safe or Strong Room whilst the Insured Premises are unoccupied, and
- b. for the loss of Money caused by Robbery during the Policy Period from the cashier's till and/or counter in the Insured Premises during business hours.

### **SPECIAL EXCLUSIONS APPLICABLE TO SECTION VIII**

The Company is not liable for and no indemnity or payment will be provided in respect of any loss arising out of, caused by, occasioned by, attributable to or howsoever connected to:

1. any consequential losses of any kind, be they by way of loss of profit, loss of opportunity, loss of gain or potential gain, business interruption, market loss or otherwise and any other legal liability of any kind;
2. loss of money carried by anyone other than the Insured or an Employee;
3. loss of money where the Insured or an Employee is or is alleged to be involved as a principal or accessory or is alleged to be in anyway concerned or implicated;
4. money carried under contract of affreightment;
5. loss of money from an unattended vehicle;
6. loss of Money in Transit being transported other than as stated in the proposal form or as otherwise agreed in writing by the Company.

7. loss due to or in any way contributed to by the Insured having knowingly permitted or caused or suffered anything to be done or not done whereby the risks hereby Insured against Were increased;
8. any loss of or damage to any property, whether belonging to the Insured, an Employee or any third party;
9. any personal or bodily or mental injury or suffering of any description;
10. any loss not discovered within a period of 72 hours after its occurrence;
11. Loss occurring on the Insured Premises after business hours, unless the Money is contained in a Safe or Strong Room
12. loss of Money from any Safe or Strong Room following the use of a key to gain access thereto, or any duplicate thereof belonging to the Insured and/or combination and/or code to gain access unless this has been obtained by Robbery.
13. shortage due to error or omission or not identifiable with a specific event.
14. loss or damage where the Insured Premises are left unoccupied for a consecutive period of seven days
15. Loss occurring outside the Geographical Area specified in the Policy
16. Loss resulting from confiscation, detention, rationalisation, requisition or wilful destruction by any government, public, municipal, local or customs authority

#### **SPECIAL CONDITIONS APPLICABLE TO SECTION VIII**

1. It is a condition precedent to the Company's liability hereunder that the Insured shall:
  - a. immediately and in any event within 24 hours of the happening of any insured event giving rise to or likely to give rise to any claim under this Policy give written notice to the Company to the address shown in the Schedule, and in the case of the notification of an event likely to give rise to a claim, the Insured shall specify in writing the grounds for holding such belief.
  - b. immediately and in any event within 24 hours lodge a complaint with the police detailing the Money lost in respect of which the Insured intends to submit a claim, and within the same period provide a copy of that written complaint and the First Information Report to the Company.
  - c. within 14 days deliver to the Company a detailed written statement of the Money lost and an estimate of the quantum of any claim along with all documentation required to support and substantiate the amount sought from the Company.
  - d. expeditiously provide the Company and its representatives and appointees with all the information, assistance and documentation that they might reasonably require.
  - e. take all reasonable steps to identify the perpetrators of the Robbery and/or theft and discover and recover any Money lost.
  - f. ensure that when the Insured Premises are unoccupied all safety installations and aids (including, but not limited to, any burglar alarm system) have been properly deployed.

2. The Insured shall maintain a contemporaneous daily written record of the Money In Transit and such record shall be produced to the Company in the event of any claim under this Policy.

### **SECTION IX- FIDELITY COVER**

In consideration of the Insured named in the Schedule hereto having paid to the Company the full premium mentioned in the said schedule, the Company will provide an indemnity in respect of direct pecuniary loss sustained by the Insured and first committed during the Period of Insurance in consequence of any deliberate fraudulent or dishonest act of an Employee, provided that:

1. such loss is committed during the course of the Business,
2. such loss is committed by the Employee with the primary intention to obtain personal financial gain, and
3. such loss is first discovered during the Policy Period, and
4. the Company's liability to indemnify is subject to the Deductible, the Employee Sum Insured and the Limit of Indemnity.

### **SPECIAL EXCLUSIONS APPLICABLE TO SECTION IX**

The Company shall not be liable for and no indemnity will be provided in respect of losses arising out of, caused by, occasioned by, attributable to or howsoever connected to:-

1. any fraudulent or dishonest act of an Employee discovered more than 12 months after the termination either of this policy or of the service of the Employee concerned.
2. Where there has been any change in the agreed system of check or accounting precautions without the Company's prior consent.
3. any consequential losses of any kind, be they by way of loss of profit, any loss not reflected in the Insured's books of account, loss of opportunity, business interruption, market loss, loss of gain or potential income or gain which should have accrued to the Insured (including but not limited to interest and dividends), or otherwise;
4. legal liability of any kind;
5. Any fact or matter or circumstance of which the Insured was, or ought reasonably to have been, aware at the commencement of the Policy Period
6. Committed by an Employee in respect of whose conduct a claim has already been paid under the Policy.
7. Shortages on account of stock taking, trading losses not caused due to fraud or dishonesty.
8. Arising by usage of ATM, charge and credit cards and internet initiated or operated fraud or the wire transfer of monies to or from any natural person or entity.
9. Arising elsewhere than in India.
10. Of money due to any misfeasance, malfeasance or nonfeasance or breach of trust in relation to money by the Insured.
11. In the event of fraud or dishonesty by an Employee that occurs after the Insured suspected, or had reasonable cause to suspect him of fraud or dishonesty or after the Insured became aware of an act of fraud or dishonesty by that Employee or any material fact bearing on the honesty of that Employee.
12. By trading in securities or derivatives in Insured's name or otherwise and whether in a genuine or fictitious account.

13. On account of additional expense incurred by the Insured towards preparation of documents for substantiating the claim.
14. Any expenses incurred by the Insured in establishing the existence of or qualification of any fact or matter giving rise to a claim under the Policy
15. Arising out of misappropriation of foreign currency by the Employee of the Insured.
16. The Company is not liable for and no indemnity will be provided in respect of any loss arising in circumstances where:
  - a. the Insured carries on any business other than the Business, and/or
  - b. there is any material change in the facts and matters stated in the Insured's proposal, and/or
  - c. the duties or terms of service of Employees differ from those described in the proposal, and/or
  - d. the precautions and checks for ensuring the accuracy of the Insured's accounts and stocks are not as described in the Insured's proposal

#### **SPECIAL CONDITIONS APPLICABLE TO SECTION IX**

1. It is a condition precedent to the Company's liability under this Policy that upon the discovery of any event giving rise to a claim, or the existence of circumstances likely to give rise to a claim (regardless of whether the quantum of the claim can be ascertained), the Insured shall:
  - a. immediately and, in any event, within 7 days, give full written notice of the same (including an estimate of the loss) to the address shown in the Schedule for this purpose and in the case of the existence of circumstances likely to give rise to a claim shall specify the grounds for such belief,
  - b. take all reasonable steps to minimize the quantum of any Claim that may be made and/or any further loss that might arise,
  - c. immediately lodge a complaint with the police detailing the loss in respect of which the Insured intends to claim, and provide a copy of that written complaint, the First Information Report and/or Final Report to the Company,
  - d. within 14 days deliver to the Company a detailed written statement of the loss that has occurred and an estimate of the quantum of any claim along with all documentation required to support and substantiate the amount sought from the Company,
  - e. expeditiously and at the Insured's cost provide the Company and its representatives and appointees with access to and all of the information, assistance, records and documentation in relation to the loss and the Company's liability hereunder that might reasonably be required.
2. In the event of the non-renewal or cancellation of this Policy, the Company shall (subject to the Policy terms, conditions, and exclusions) accept losses arising during the Policy Period and first discovered within 90 days of the date of cancellation or expiry of the Policy Period, as the case may be. This clause will have no effect in the case of continuous renewal of the Policy.
3. If a loss is sustained by the Insured as a result of the fraudulent or dishonest conduct of an Employee and other Employees, then the liability of the Company shall stand reduced in the same proportion as the number of Employees bears to the number of Employees involved in causing the said loss.

4. Any monies which, but for the dishonest or fraudulent conduct of the Employee concerned, would have been payable to such Employee by the Insured and any monies of such Employee with the Insured (or which may come into the custody, care or control of the Insured) shall be applied by the Insured, to the extent it is legally entitled to do so, against the amount payable by the Company in diminution or extinction of any loss.
5. In no event shall the Company be liable under this Policy for more than the actual cash value of money, bullion, travelers cheques, negotiable instruments, bearer bonds or coupons, stamps, cheques, bank or currency notes or similar instruments on the day upon which the loss is discovered.
6. The insurance provided by this Policy shall be deemed cancelled in respect of any Employee:
  - a. immediately upon the discovery by the Insured of any dishonest or fraudulent act, error or omission on the part of such Employee; no cover shall be available hereunder in respect of any loss sustained in consequence of any fraudulent or dishonest act, error or omission occurring after the date of the discovery of (or of reasonable cause for suspicion of) the same on the part of the Employee concerned;
  - b. immediately upon the Company and/or the Insured giving written notice of the same.

#### **SECTION X – PLATE GLASS**

In consideration of the Insured named in the Schedule hereto having paid to the Company the full premium mentioned in the said schedule, the Company will indemnify the Insured in respect of

- a) any Accidental loss of or damage caused to Plate Glass at the Insured Premises occurring during the Policy Period, and
- b) the reasonable cost of repairing and reinstating frames and/or framework necessitated by such loss or damage to Plate Glass, but subject to a maximum payment as specified in the Policy Schedule

#### **SPECIAL EXCLUSIONS APPLICABLE TO SECTION X**

The Company shall not be liable and no indemnity will be provided in respect of any loss arising out of, caused by, occasioned by, attributable to or howsoever connected to:

- a. Any loss or damage that could have been insured against under Section I of this Policy.
- b. Cracked, scratched, or imperfect Plate Glass.
- c. Any loss or damage caused wilfully or knowingly by the Insured or his Employee, or any loss or damage in which the Insured or any person acting on his behalf is involved or implicated.
- d. Any Plate Glass other than Plate Glass of plain and ordinary glazing quality, unless specifically stated otherwise in the Schedule.
- e. Any consequential losses of any kind, be they by way of loss of profit, loss of opportunity, loss of gain or potential gain, business interruption, market loss or otherwise, and any other legal liability of any kind.

- f. During the course of any alteration, removal or repair to the Plate Glass.
- i. Breakage of glass that is not completely and securely fixed;

**SPECIAL CONDITIONS APPLICABLE TO SECTION X**

1. The Company may, in its sole and absolute discretion, repair, replace or reinstate the Plate Glass to a condition equivalent to that which existed immediately prior to the Insured event as an alternative to making payment to the Insured.
2. If the Company opts to make payment to the Insured, then:
  - a. The payment will be assessed by reference to the cost of replacing the Plate Glass with glass of plain and ordinary glazing quality, unless specifically stated otherwise in the Schedule.
  - b. Where any Plate Glass is no longer in production, the payment will be assessed by reference to the latest available price that was being charged by reputable manufacturers for the same or similar Plate Glass.
  - c. The Company's liability to make payment shall be up to the sub-limit of the Sum Insured specified in the Schedule for each item of Plate Glass, subject always to the Sum Insured.
  - d. All Plate Glass in respect of which a claim is accepted under this Policy shall become the property of the Company and the Insured shall, at its own expense, take all steps to preserve it and remove from it any uninsured items.

**SECTION XI- SIGNAGE**

In consideration of the Insured named in the Schedule hereto having paid to the Company the full premium mentioned in the said Schedule, the Company will indemnify the Insured against the repair or replacement costs incurred by the Insured in respect of Accidental loss of or damage to neon sign or glow sign fixed at the Insured Premises and caused by any unforeseen and sudden physical loss (except a cause which is excluded), provided that the liability of the Company in respect of any one neon sign or glow sign in any one Policy Period will not individually or in the aggregate exceed the sub-limit of the Sum Insured set against such item in the Schedule.

**SPECIAL EXCLUSIONS APPLICABLE TO SECTION XI:**

The Company is not liable for and no indemnity or payment will be provided in respect of any loss arising out of, caused by, occasioned by, attributable to or howsoever connected to:

1. any fault or defect of which the Insured was or ought reasonably to have been aware at the commencement of the Policy Period, regardless of whether such was or should have been known to the Company;

2. loss or damage for which the manufacturer or supplier is responsible;
3. loss or damage due to or consequent upon wear and tear, gradual deterioration, atmospheric or climatic conditions, rust, corrosion, moth, vermin or insect;
4. any costs incurred in connection with maintenance, including parts replaced in the course of such maintenance operations;
5. any costs incurred in connection with the elimination of functional failures unless such failures were caused by an indemnifiable event hereunder;
6. the fusing or burning out of bulbs and/or tubes arising from short-circuit or arcing or any other mechanical or electrical breakdown or faults;
7. loss, damage or deterioration occasioned by any process of cleaning, retaining, restoring or removing
8. Damage caused by mechanical/ and or electrical derangement
9. loss of or damage caused by sun, rain, hail, or climatic or atmospheric conditions
10. loss, damage or destruction under orders from any Public Authority
11. loss by theft of individual parts of the neon sign and/or glow sign
12. loss or damage occasioned through the wilful act of the Insured or his family members or any Employee or agent of the Insured or the wilful act of any other person with the connivance of the Insured or his family members or any Employee or his family members or any agent of the Insured

**SPECIAL CONDITIONS APPLICABLE TO SECTION XI:**

Warranted that all neon signs/glow signs shall be examined by suitably qualified person at least once a year and any defect in the installation rectified forthwith.

**SECTION XII- BAGGAGE**

In consideration of the Insured named in the Schedule hereto having paid to the Company the full premium mentioned in the said schedule, the Company will indemnify the Insured and/or the Insured's Employee in respect of the Accidental loss of, destruction of or damage caused to personal baggage accompanying the Insured and/or the Insured's Employee and for which the Insured and/or the Insured's Employee is responsible whilst traveling anywhere in India as specified in the Policy Schedule for the purpose of the Business.

**BASIS OF LOSS SETTLEMENT**

- a. Where an insured item can reasonably be repaired or reinstated at a cost less than the replacement cost then, the Company will indemnify the Insured up to the Sum Insured in respect of the expenses necessarily incurred to restore such item to its state immediately prior to the happening of the insured event.
- b. In the case of a total loss, the Company shall indemnify the Insured in respect of the restoration or replacement costs up to the Sum Insured.

**SPECIAL EXCLUSIONS APPLICABLE TO SECTION XII**

The Company is not liable for and no indemnity will be provided in respect of any loss arising out of, caused by, occasioned by, attributable to or howsoever connected to:

1. Breakage, cracking or scratching of crockery, glass, cameras, binoculars, lenses, sculptures, curios, gramophone records, pictures, musical instruments, sports gear and similar articles of brittle and fragile nature, unless caused by fire or accident to the means of conveyance by which such baggage is conveyed by the Insured or the Insured's Employee .
2. Loss, destruction or damage caused by mechanical or electrical derangement / breakdown of any article unless caused by external Accidental means.
3. Loss, destruction or damage caused by over winding and denting or internal damage of watches and clocks.
4. Loss or damage caused by or any process of cleaning, dyeing repairing or restoring to which the baggage is subjected.
5. Loss or damage caused by moth, vermin or mildew.
6. loss of or damage to jewellery or Valuables
7. Loss, destruction or damage caused by or arising from the leakage, spilling or exploding of liquids, oils or materials of a like nature or articles of dangerous or damaging nature.
8. Theft from any car except car of fully enclosed saloon type having at the time all the doors, windows and other openings securely locked and properly fastened.
9. Loss destruction or damage to articles of consumable and perishable nature.
10. Loose articles such as sticks, umbrellas, sun shades, fans, deck chairs, property in use on the voyage and or journey, or articles whilst being worn on the person or carried about.
11. Loss or damage to any electrical machine, apparatus, fixtures or fittings (including wireless sets, radio, television sets and tape recorders) arising from overrunning, excessive pressure, short circuiting, arcing, heating or leakage of electricity from whatever cause (lightning included).
12. Loss or damage whilst being conveyed by any carrier under contract of affreightment.
13. Any tour or travel undertaken within the municipal limits of the village, town or city wherein the Insured and/ or Insured's Employee works

### **SECTION XIII - PERSONAL ACCIDENT**

In consideration of the Insured named in the Schedule hereto having paid to the Company the full premium mentioned in the said schedule, the company will indemnify the insured and/or their employees against death or bodily injury following an Accident resulting in any of the events listed in the Table of Events below, Company will pay to insured or their nominee (in event of death of insured) specified in the Schedule for such percentage stated against the event in the Table of Events of the sum insured stated in the Schedule provided that Insured have opted for coverage against that event and paid premium for the same.

Claim amount payable under more than one below mentioned benefits (Benefit 1, Benefit 2 and Benefit 3) are subject to the following:

- No compensation would be payable under more than one Benefit pertaining to the same disablement.
- In calculating the amount available to the Insured person under any of these covers/benefits, We shall deduct the amount previously paid/utilized for any of these covers/benefits from the Sum Insured of the cover/benefit under which the claim has been lodged.
- Maximum amount payable would be the Sum Insured of the respective cover/ benefit.

### **BENEFIT COVERED:**



**Benefit 1 - Death resulting from Accident** - Company will pay the Sum Insured if the Insured Person dies solely and directly due to an Injury sustained in an Accident which occurs during the Policy Period, provided that the Insured Person’s death occurs within 12 months from the date of that Accident.

Once a claim has been accepted and paid under this Benefit then this Policy will automatically terminate in respect of that Insured Person.

**Benefit 2 - Permanent Total Disablement (PTD) resulting from Accident** - Company will pay the Sum Insured if the Insured Person suffers Permanent Total Disablement of the nature specified below solely and directly due to an Accident which occurs during the Policy Period provided that the Permanent Total Disablement occurs within 12 months from the date of that Accident:

- I. Loss of sight of both eyes, or Physical Separation/ Loss of Use of two entire hands or two entire feet, or one entire hand and one entire foot, or of such Loss of sight of one eye and such Physical Separation/ Loss of use of one entire hand or one entire foot.
- II. Physical Separation/ Loss of Use of two hands or two feet, or of one hand and one foot, or of Loss of sight of one eye and Loss of Use of one hand or one foot.
- III. If such Injury shall as a direct consequence thereof, permanently, and totally, disable the Insured Person from engaging in any employment or occupation of any description whatsoever.

Once a claim has been accepted and paid under this Benefit then this Policy will automatically terminate in respect of that Insured Person.

**Benefit 3 - Permanent Partial Disablement (PPD) resulting from Accident** - Company will pay the percentage of the Sum Insured specified below if the Insured Person suffers Permanent Partial Disablement of the nature specified below solely and directly due to an Accident which occurs during the Policy Period provided that the Permanent Partial Disablement occurs within 12 months of the date of that Accident.

Maximum amount payable in respect of multiple nature of disablement (more than 100%) would be restricted to Sum Insured opted by the Insured for this Benefit as mentioned in the Policy Schedule

Sr. No	Loss Covered	% of Sum Insured
1.	Loss of Use/ Physical Separation:	
	One entire hand	50%
	One entire foot	50%
	Loss of Sight of one eye	50%
	Loss of toes – all	20%
	Great both phalanges	5%
	Great – one phalanx	2%
	Other than great if more than one toe lost each	1%

2.	Loss of Use of both ears	50%
3.	Loss of Use of one ear	20%
4.	Loss of four fingers and thumb of one hand	40%
5.	Loss of four fingers	35%
6.	Loss of thumb - both phalanges - one phalanx	25% 10%
7.	Loss of Index finger - three phalanges two phalanges one phalanx	10% 8% 4%
8.	Loss of middle finger – three phalanges two phalanges one phalanx	6% 4% 2%
9.	Loss of ring finger - three phalanges two phalanges one phalanx	5% 4% 2%
10.	Loss of little finger – three phalanges two phalanges one phalanx	4% 3% 2%
11.	Loss of metacarpus - first or second (additional) third, fourth or fifth (additional)	3% 2%

**Benefit 4 - Temporary Total Disablement (TTD) resulting from Accident**

If the Insured Person sustains an Injury in an Accident which occurs during the Policy Period and which completely incapacitates the Insured Person from engaging in any employment or occupation of any description whatsoever which the Insured Person was capable of performing at the time of that Accident (Temporary Total Disablement), Company will pay the weekly benefit specified in the Policy Schedule for each week for which the Temporary Total Disablement continues provided that:

- (i) We will not make payment for more than 100 weeks
- (ii) The Temporary Total Disablement is certified in writing by a Medical Practitioner to have commenced within 30 days from the date of that Accident.

The payment under this benefit is over and above the Sum Insured of the opted Benefits under any other Benefit.

**SPECIAL EXCLUSIONS APPLICABLE TO SECTION XIII**

Company shall not be liable to make any payment under this Section of this Policy directly or indirectly for, caused by, based upon, arising out of or howsoever attributable to any of the exclusions below:

- (i) Any Hospitalization consequent to any condition arising from or traceable to any disease of the organs of generation, malignant disease of mammary gland, pregnancy, childbirth, abortion or miscarriage or any complications and/or sequels arising from the foregoing, except where such condition arises directly as a consequence of an accident during the policy period.
- (ii) Disease, Injury, death or disablement directly or indirectly due to war, whether declared or not, or any warlike activities, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other end's invasion, act of foreign enemy hostilities or civil commotion or rebellion, military, naval or air service or breach of law, hunting, steeple chasing, revolution, insurrection, mutiny, engaging in aviation other than as a passenger (fare paying or otherwise) in any licensed standard type of aircraft
- (iii) Circumcision or strictures, vaccination, inoculation, sex change, beauty treatment of any description, intentional self-injury, insanity, dissipation, nervous breakdown (which expression shall cover also general debility, "run down" conditions and "general overhaul"), venereal disease, intemperance, use of intoxicating drugs, liquors or any diseases, Injury, death or disablement directly or indirectly due to any one or more of them
- (iv) Dental treatment, eye treatment and plastic surgery unless necessitated as a consequence of an Injury
- (v) Any Injury present prior to the commencement of Policy Period, whether or not if the same has been treated, or for which medical advice, diagnosis, care or treatment has been sought before the commencement of this Policy. Any illness, complication or ailment arising out of or connected to such Injury
- (vi) Any Medical Expenses not incurred in a Hospital or Day Care Centre
- (vii) Payment of compensation in respect of death, disablement (whether of a permanent nature or of a temporary nature), Injury, disease, illness, Hospitalization of Insured Person
  - a. from intentional self-injury, suicide or attempted suicide;
  - b. whilst under the influence of intoxicating liquor or drugs;
  - c. whilst engaging in aviation or ballooning, or whilst mounting into, or dismounting from or travelling in any balloon or aircraft other than as a passenger (fare-paying or otherwise) in any Scheduled Airlines in the world, or engaging in any kind of adventure sports for personal gratification.  
[Standard type of aircraft means any aircraft duly licensed to carry passengers (for hire or otherwise) by appropriate authority irrespective of whether such an aircraft is privately owned or chartered or operated by a Scheduled Airline or whether such an aircraft has a single engine or multiengine;]
  - d. directly or indirectly caused by venereal disease or insanity or mental, nervous or emotional disorder;
  - e. arising or resulting from the Insured Person committing any breach of law with criminal intent.

- (viii) Payment of compensation in respect of death, disablement (whether of a permanent nature or of a temporary nature), Injury, disease, illness, Hospitalization of Insured Person from participation in winter sports, skydiving/parachuting, hang gliding, bungee jumping, scuba diving, mountain climbing (where ropes or guides are customarily used), riding or driving in races or rallies using a motorized vehicle or bicycle, caving or pot-holing, hunting or equestrian activities, skin diving or other underwater activity, rafting or canoeing involving white water rapids, yachting or boating outside coastal waters (2 miles), participation in any Professional Sports, any bodily contact sport or any other hazardous or potentially dangerous sport for which the Insured Person is untrained, unless specifically covered under the Policy.
- (ix) Arising from ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel. For the purpose of this exclusion, combustion shall include any self-sustaining process of nuclear fission or nuclear fusion
- (x) Directly or indirectly caused by or contributed by/ or arising from Nuclear weapon materials
- (xi) Death, disablement (whether of a permanent nature or of a temporary nature), Injury, disease, illness, Hospitalization of Insured Person resulting directly or indirectly arising out of, contributed to or caused by, or resulting from or in connection with any act of Nuclear, Chemical, Biological Terrorism (as defined below) regardless of any other cause or event contributing concurrently or in any other sequence to the loss
  - a. For the purpose of this exclusion "Nuclear, Chemical, Biological Terrorism" shall mean the use of any nuclear weapon or device or the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous Chemical agent and/or Biological agent during the period of this insurance by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious or ideological purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear
  - b. "Chemical" agent shall mean any compound, which, when suitably disseminated, produces incapacitating, damaging or lethal effects on people, animals, plants, or material property
  - c. "Biological" agent shall mean any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesized toxins) which cause illness and/or death in humans, animals or plants
- (xii) All non-medical expenses.

#### **SECTION XIV- EMPLOYEE COMPENSATION**

In consideration of the Insured named in the Schedule hereto having paid to the Company the full premium mentioned in the said Schedule and subject to the terms exceptions and conditions contained herein or endorsed hereon, that if at any time during the Period of Insurance any Employee or Employees of the Insured shall sustain Injury by accident arising out of and in the

course of his employment in the Business, for which the Insured is liable to pay compensation under any Law(s) specified in the Schedule, then the Company shall indemnify the Insured upto the Limit of Indemnity against all sums for which the Insured shall be so liable, including costs and expenses for defending any such claim incurred with the Company's consent.

Provided always that in the event of any change in the Law(s) or the substitution of other legislation therefor, this Policy shall remain in force but the liability of the Company shall be limited to such sum as the Company would have been liable to pay if the Law(s) had remained unaltered.

#### **SPECIAL EXCLUSIONS APPLICABLE TO SECTION XIV**

This Policy shall not cover liability of the Insured:

- a) For Injury caused to Employee by accident directly or indirectly caused by or arising from or in consequence of or attributable to war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, mutiny, insurrection, rebellion, revolution or military or usurped power, nuclear weapons material, ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- b) Accident occurring at any other place than the Place or Places of Employment specified in the Schedule, unless the Employee was at such other place whilst on duty for the purpose of Business and on the directions of the Insured or any of its official authorized to exercise control and supervision over the Employee.
- c) For Occupational Diseases contracted by an Employee
- d) For interest and/or penalty imposed on the Insured under any law or otherwise.
- e) Under any Law for medical expenses in connection with treatment of any Injury sustained by an Employee
- f) For persons employed in the Business under a Contractor or Sub-Contractor of the Insured unless specifically covered in the Schedule
- g) For Injury sustained by person whilst in the employment of the Insured otherwise than in the Business and/or who has/ is not declared for insurance under this Policy.
- h) Assumed by agreement which would not have attached in the absence of such agreement.
- i) For any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured and such party.
- j) For any accident occurring whilst the Employee is under the influence of intoxicating liquor or drugs.

- k) For any incapacity or death of an Employee resulting from his/her deliberate self-injury or the deliberate aggravation of an accidental Injury.
- l) For Injury caused to 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 exclusion, an act of terrorism means an act or series of acts, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any 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.

**SPECIAL CONDITIONS APPLICABLE TO SECTION XIV**

- 1. **Safeguards:** The Insured shall take reasonable precautions to prevent accidents and disease and shall comply with all statutory obligations, manufacturer's recommendations and other safety regulations in conduct of the Business.
- 2. **Claim intimation:** In the event of any occurrence which may give rise to a claim under this Policy the Insured shall as soon as possible, and in any case within a period of thirty days of such occurrence, give notice thereof to the Company in writing with full particulars. Every letter claim writ summons and process shall be notified to the Company immediately on receipt. Notice shall also be given to the Company immediately the Insured shall have knowledge of any impending prosecution inquest or fatal enquiry in connection with any such occurrence as aforesaid.

If the Claim is not notified to the Company within thirty days from the date of loss, then the Company shall be provided the reasons for the delay in writing. The Company will condone such delay on merits where the delay has been proved to be for reasons beyond the Insured's control.

- 3. **Company's rights after loss:** No admission offer promise or payment shall be made by or on behalf of the Insured without the consent of the Company which shall be entitled, without being obliged to do so, if it so desires to take over and conduct in his name the defence or settlement of any claim or to prosecute in his name for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the **Insured** shall give all such information and assistance as the Company may require.
- 4. **Declaration of Employees & Wages:** It is clearly agreed and Understood that the Insured shall be bound at all times to declare all Employees and Wages payable in respect of such Employees on the basis of which the Premium for this Policy is calculated.

In case of increase in Employees or Wages subsequent to insurance, Insured shall keep the Company intimated and obtain Endorsement by payment of necessary additional premium. The Insured shall as and when required by the Company permit inspection of its records to verify the Wages and Employees and shall also provide duly authenticated copies thereof if so required the Company.

5. **Average:** Notwithstanding anything contained hereinabove,
  - (i)
    - a. If the number of Employees (whether on duty or otherwise) employed by the Insured on the date of accident is higher than the number covered under this Policy, the Company shall indemnify Insured's liability arising out of such accident, only in such proportion that the number of Employees covered bears to the Employees found employed on the date of accident.
    - b. If the amount of Wages declared for this insurance for all Employees is less than the actual Wages paid until date of accident, the Company shall be liable to indemnify on any claim only in proportion that the Wages declared bears to the Wages paid. For the purpose of this clause, the Wages declared shall be calculated proportionately for the period from commencement of Policy until date of accident for comparison with the actual wages paid during such period to determine applicability of this clause.
    - c. If the liability of the Insured for any claim by an Employee is determined on the basis of Wages higher than covered under this Policy, the Company shall be liable to indemnify only in proportion that the Wages covered under the Policy for the Employee/Employees bears to the Wages on the basis of which Insured is held liable. For the purpose of this clause, the Wages covered in respect of any Employee shall be deemed to be the average wage per Employee in the category under which the Employee falls as specified in the Schedule, unless actual Wages paid at the time of accident is substantiated by submission of documentary evidence to the Company.
  - (ii) If more than one of the above clauses is found applicable in respect of a claim, only such clause under which the liability of the Company is least shall be applied.
6. **Maintenance of record of Employees/ Wages:** The Insured undertakes to maintain an accurate record of the Employees and Wages in respect of the Business throughout the Period of Insurance, in compliance with all statutory requirements or otherwise, and allow the Company to inspect such records during or upon expiry of this Policy.
7. **Contribution:** If at the time of the happening of an accident covered by this Policy there shall be any other insurance covering the same risk in respect of the Employee whether or not effected by the Insured, then the Company shall not be liable to contribute more than its rateable proportion of the amount that would otherwise be payable under this Policy.
8. **Forfeiture:** If the Insured shall make any claim or connive in the making of any claim, knowing the claim to be false or fraudulent, the Policy shall become void and all claims will stand forfeited.

9. **Law and Jurisdiction:** It is hereby declared and agreed that this contract of insurance and all claims thereunder shall be governed by Indian Law and any legal proceeding in respect thereof shall be raised a competent court of India. All claims shall be paid in Indian Rupees only.

### **SECTION XV- PUBLIC LIABILITY**

In consideration of the Insured named in the Schedule hereto having paid to the Company the full premium mentioned in the said Schedule, the Company will indemnify the Insured against its legal liability (including Defence Costs) to pay Damages for third party civil Claims arising out of Bodily Injury or Property Damage caused in the course of the Business by an Accident in the Insured Premises and during the Policy Period if notified during the Policy Period in accordance with the terms of this Policy.

The Company will, subject to the Limit of Indemnity, pay all costs, fees and expenses incurred with their prior written consent in the investigation, defence or settlement of any Claim and the Insured's costs of representation at any civil inquest, inquiry, or other proceedings in respect of matters which have a direct relevance to an actual or anticipated Claim against the Insured falling within the terms of this Policy. All amounts expended by the Company in the payment of any Claim or in Defence costs will reduce the Limit of Indemnity.

### **SPECIAL EXCLUSIONS APPLICABLE TO SECTION XV**

The Company is not liable for and no indemnity will be provided in respect of any loss arising out of, caused by, occasioned by, attributable to or howsoever connected to:

1. Any agreed assumption of risk by the Insured, save to the extent that liability would have attached in the absence of such agreement.
2. Any accident arising out of the deliberate, willful or intentional non-compliance with any statutory provision.
3. Any bodily injury of any person under a contract of employment or apprenticeship with the Insured, or the Insured's contractors or sub-contractors, if such bodily injury was contracted and/or arose out of and in the course of his employment.
4. The Insured's consequential losses of any kind, be they by way of loss of profit, loss of opportunity, business interruption, market loss or otherwise, or any claims arising out of loss of a pure financial nature such as loss of goodwill.
5. The infringement of plans, copyrights, patents, trade names, trade marks or registered designs.
6. Libel, slander, false arrest, wrongful eviction, wrongful detention, defamation including mental injury, anguish or shock resulting there from.
7. The ownership possession or use by or on behalf of the Insured of any motor vehicle or trailer for which compulsory insurance is required by legislation other than the following:
  - 7.1. accidents caused by the use of any tool or plant forming part of or attached to or used in connection with any motor vehicle or trailer;
  - 7.2. accidents occurring beyond the limits of any carriageway or thoroughfare caused by the loading or unloading of any motor vehicle or trailer;
  - 7.3. claims for damage to any bridge, Weighbridge, road or anything beneath caused by the Weight of any motor vehicle or trailer or of the load carried therein;



- 7.4. claims arising out of any motor vehicle or trailer temporarily in the Insured's custody or control for the purpose of parking.
8. The ownership, possession or use by or on behalf of the Insured of any watercraft, hovercraft, or air- or spacecraft.
9. The transportation of materials and/or hazardous or dangerous substances outside the Insured's Premises.
10. Damage to property belonging to third parties that is rented, leased or hired or under hire-purchase or on loan to the Insured. An indemnity shall however be provided for claims arising out of accidental damage to the Insured Premises or the Contents thereof, that are temporarily occupied by the Insured for working thereon, but only to the extent the Insured is held legally liable for the same independently of any specific agreement relating to the use of the same.
11. Damage to property belonging to third parties handled by the Insured by way of his trade or worked upon by or in the care, custody or control of the Insured or any person employed by or working for the Insured. An indemnity shall however be provided for claims arising out of damage to Employees' and visitors clothing or personal effects brought onto the Insured's Premises with the Insured's consent.
12. The deliberate, conscious or intentional disregard by the Insured's management of the need to take all reasonable steps to prevent Bodily Injury and/or Property Damage.
13. Bodily Injury and/or Property Damage occurring prior to the Retroactive Date.
14. Any liability under the Public Liability Insurance Act 1991, any amendment thereto, or any other statute or law which attaches liability on a no fault basis.
15. Pollution of any kind.
16. Any Product.
17. Any Claim made, threatened or intimated against the Insured prior to the Policy Period.
18. Any Claim directly or indirectly arising out of, or in any way involving any fact or circumstance of which written notice has been given, or ought reasonably to have been given, under any previous Policy (whether Insured by the Company or not); or of which the Insured first became aware prior to the Policy Period and which the Insured knew or ought reasonably to have known had the potential to give rise to a claim.
19. Liability more specifically insured elsewhere.
20. Any Claim made where the circumstances that exist are materially different to the circumstances represented by the Insured in the proposal.
21. Any Claim directly or indirectly made or arising in any respect from or in any manner connected to earthquake, tornado, typhoon, cyclone, flood or other convulsions of nature or atmospheric disturbance.

#### **SPECIAL CONDITIONS APPLICABLE TO SECTION XV**

1. It is a condition precedent to the Company's liability hereunder that the Insured shall immediately and in any event 14 days give the Company written notice, to the address specified in the Schedule for this purpose, of:
  - 1.1.any Claim made against the Insured during the Policy Period; and/or
  - 1.2.any circumstance occurring during the Policy Period which might reasonably be expected to give rise to a Claim and any circumstance notified under this clause and

any subsequent Claim arising out of the circumstance so notified shall be deemed to have been made during the Policy Period, and

- 1.3. shall not admit liability for or settle or compromise or make or promise any payment in respect of any Claim which may be the subject of an indemnity hereunder or incur any costs or expenses in connection therewith without the prior written consent of the Company, which shall be entitled (but in no case obliged) to take over and conduct in the name of the Insured the investigation, defence and/or settlement of any Claim, for which purpose the Insured shall give all the information, documentation, records and other assistance that the Company and/or its representatives may reasonably require. Having taken over the defence of any Claim, the Company may in its sole and absolute discretion relinquish the same.
2. The Company will not settle any Claim without the consent of the Insured. If, however, the Insured refuses to consent to any settlement recommended by the Company and elects to contest or continue any legal proceedings then the liability of the Company shall not exceed the amount for which the Claim could have been so settled plus the costs and expenses incurred with its consent up to the date of such refusal.
3. In respect of any Claim, the Company may in its sole and absolute discretion make a payment to the Insured (inclusive of Defence Costs) of the amount available under the Limit of Indemnity or of any lesser amount for which the Claim may in fact be settled (whichever is the lesser) in full and final settlement of all liability of the Company to the Insured under this Policy in respect of that Claim.
4. If, in the case of continual and continuous inhalation, ingestion or application of any substance resulting from an Insured event, the Insured and the Company should disagree as to when the Bodily Injury or the Property Damage happened, then:
  - a. the Bodily Injury shall be deemed to have occurred when the claimant first consulted a qualified Medical Practitioner in respect of the same, and
  - b. the Property Damage shall be deemed to have occurred when it first became physically evident to the claimant, even if the cause itself was unknown

#### **SECTION XVI- TENANT'S LEGAL LIABILITY**

In consideration of the Insured named in the Schedule hereto having paid to the Company the full premium mentioned in the said Schedule, The Company will indemnify against legal liability incurred by the Insured as a Tenant of the premises arising from

1. loss of or damage to the insured premises by any of causes listed in Section-I other than Act of God Perils( Earthquake, lightning, subsidence, landslide, rock slide, Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and Inundation)

#### **SPECIAL EXCLUSIONS APPLICABLE TO SECTION XVI**

This section will also not cover loss or damage caused by

- a. Wear & tear,
- b. Settlement or shrinkage,
- c. Vermin, insects, fungus, the weather, or anything which happens gradually;
- d. Faulty materials, design or workmanship;
- e. Building work which involves alterations, renovations, extensions or repairs; or subsidence or heave of the land.

This section covers legal liability only to the extent that the Insured would be held legally liable in the absence of any specific tenancy agreement.

### **SECTION XVII- DIRECTORS AND OFFICERS LIABILITY**

In consideration of the Insured named in the Schedule hereto having paid to the Company the full premium mentioned in the said Schedule, the Company will indemnify the Insured as mentioned below:

#### **A. Directors & Officers Liability**

Insurer will pay on behalf of any Insured Person the Loss which the Insured Person is legally liable to pay as a result of a Claim alleging a Wrongful Act unless the Insured Person is entitled or able to be indemnified by the Company for such Loss.

#### **B. Company Reimbursement**

If the Insurer is legally required or permitted to indemnify the Insured Person for the Loss referred to in Cover A, then Insurer will pay on behalf of the Company the amount of that indemnity.

#### **C. Defence Costs**

Insurer will also pay for Defence Costs in respect of a claim covered under Cover A or B or under any applicable extension.

Insurer will pay for these Defence Costs as and when they are incurred prior to the final resolution of the Claim.

However, an Insured shall repay to Insurer all payments of Defence Costs incurred on that Insured's behalf if and to the extent it is established that such Defence Costs are not Insured under this Policy.

Defence Costs are subject to the applicable excess and shall form part of the Limit of Liability specified in the Schedule.

For the purpose of this cover under Section XVII of this Policy:

**Insurer** means Kotak Mahindra General Insurance Company Ltd

**Insured** means any Insured Person and the Company.

**Insured Person** means any past, present or future Director, Officer or Employee of the Company.

**Company** means the Parent Company specified in the Schedule and its Subsidiaries.

**Director** means a Person who:

- a. is appointed to the position of director of the Company;
- b. is appointed to the position of alternate director of the Company and is acting in that capacity; or
- c. is not validly appointed as a director of the Company but acts in the position of a director of the Company.

**Officer** means an employee (including any Company secretary) who:

- a. makes, or participates in making, decisions that affect the whole, or a substantial part, of the business of the Company; or
- b. is concerned in, or takes part in, the management of the Company

**Defence Costs** means:

- a. costs and expenses incurred by Insurer, or by an Insured but only with Insurer's prior written consent, solely for the benefit of the Insured in the investigation, settlement, defence or appeal of any Claim covered under this Policy; and
- b. the costs of obtaining Senior Counsel's advice or determination under this Policy.

**Defence Costs** does not include the Insured's salaries, wages, travel or accommodation expenses.

**Employee** means a **Person** who is or was employed by the **Company** including any full time, part time or casual **Employee**. **Employee** does not include **Directors**, consultants, independent contractors, secondees to or agents of the **Company** or their respective Employees (including the Employees of labour-hire companies).

## SPECIAL EXCLUSIONS APPLICABLE TO SECTION XVII

Insurer will not pay for any loss, Defence Costs or any other amounts Insured under this Section for, arising out of or in any way connected with:

### 1. Fraud & Dishonesty

- a. any fraudulent, criminal, wilfully reckless, malicious or dishonest act, error or omission including any intentional violation or breach of any law or regulation committed or omitted by any Insured; or
- b. any improper use of position or information by an Insured Person for the purpose of gaining any profit, benefit or advantage to which an Insured is not legally entitled or to cause detriment to the Company.

These exclusions will only apply where it is established by an admission of such Insured or by a judgment, award, finding or other adjudication of a court, tribunal, commission or arbitrator that such conduct did in fact occur.

### 2. Insured versus Insured

any claim brought by or on behalf of the Company or any Insured Person other than a claim:

- (a) brought by or on behalf of any Insured Person for contribution or indemnity, if the claim results directly from another claim which would be covered under this Section if made directly against the Insured Person;
- (b) brought in the name of the Company by any legally authorized individual or entity (other than the Company itself) provided that they are acting without the assistance, intervention, solicitation or active participation of the Insured against whom the claim is brought;
- (c) alleging an employment practice breach

### 3. Professional Services

The provision of professional services or any actual or alleged act or omission, including but not limited to any error, misstatement, misleading statement, neglect, breach of trust or breach of duty owed in a professional capacity. This exclusion does not apply to services provided by an Insured Person in his or her capacity as a Director or Officer.

### 4. ERISA

any actual or alleged violation or breach of any responsibilities, obligations or duties imposed under the Employee Retirement Income Security Act 1974 (USA) or any amendment thereto.

### 5. Prior Matters

- a. any claim made, threatened or intimated against an Insured prior to the commencement of the Policy Period;
- b. any facts that an Insured was aware of before the commencement of the Policy Period that might give rise to a claim;
- c. any facts that might give rise to a claim which have been reported, or which can be or could have been reported, to an insurer under any insurance Policy entered into before the commencement of the Policy Period;
- d. any facts that might give rise to a claim which have been disclosed to any insurer in any Proposal for insurance made before the commencement of the Policy Period; or
- e. any facts that might give rise to a claim which have been disclosed to Insurer in the proposal.

### 6. Pollution

the actual or alleged presence, discharge, dispersal, release or escape of any pollutant or the cost of removing, nullifying or cleaning up any pollutant.

### 7. War

war or military action which includes, without limitation, the following:

- a. war, including undeclared or civil war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), military or usurped power or confiscation, nationalisation, requisition, destruction of or damage to Property by or under the order of any government or public or local authority;

- b. warlike action by military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military Personnel or other agents; or
- c. insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against the same.

## 8. Radiation & Nuclear

- a. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof; or
- b. any weapon of war employing atomic or nuclear fission or fusion or other like reaction or radioactive force or matter.

In addition, **Insurer** will not pay for any **Loss, Defence Costs** or any other amounts **Insured** under this **Policy** for:

## 9. Personal Injury

Insurer will not pay for any loss, Defence Costs or any other amounts Insured under this Policy for death, bodily or mental injury, sickness or disease, emotional distress or mental anguish of any Person. This exclusion shall not apply to claims alleging emotional distress or mental anguish resulting from an employment practice breach.

## 10. Property Damage

Insurer will not pay for any loss, Defence Costs or any other amounts Insured under this Policy for loss of, damage to or destruction of any real or personal property or any consequential losses flowing from such loss, damage or destruction.

## 11. Penalties & Punitive Damages

Insurer will not pay for any loss, Defence Costs or any other amounts Insured under this Policy for

- a. any fines or penalties; or
- b. any exemplary, aggravated, multiple or punitive damages.

## **GENERAL EXCLUSIONS (Applicable to all Sections except Kotak Property Shield in addition to the Special Exclusions stated for any Individual Section)**

No indemnity is available hereunder and no payment will be made by Company for any claim directly or indirectly caused by, based on, arising out of or howsoever attributable to any of the following:

1. The Deductible, as stated in the Schedule, to be borne by Insured for each and every claim.
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. In any action suit or other proceedings where the Company alleges that by reason of the above provisions any loss or damage is not covered by this insurance, the burden of proving that such loss or damage is covered, shall be upon the Insured.
4. The Insured's consequential losses of any kind, be they by way of loss of profit, loss of opportunity, business interruption, market loss or otherwise, or any claims arising out of loss of a pure financial nature such as loss of goodwill except for Section II Business Interruption.
5. Liability more specifically insured elsewhere.
6. Any circumstance, fact or matter of which the Insured was or ought reasonably to have been aware prior to the commencement of the Policy Period.
7. Loss, destruction or damage directly or indirectly caused to the property insured by ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
8. Loss, destruction or damage directly or indirectly caused to the property insured by the radioactive toxic, explosives or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
9. Asbestosis or in any manner related to or arising out of the sale, manufacture, production, distribution or the like of asbestos.
10. Earthquake, flood, storm, cyclone or other convulsions of nature of atmospheric disturbances.
11. Libel, slander, false arrest, wrongful eviction, wrongful detention, defamation including mental injury, anguish or shock resulting therefrom.
12. Loss, destruction or damage caused to the insured property by pollution or contamination excluding;
  - I. pollution or contamination which itself results from a peril hereby insured against.
  - II. any peril hereby insured against which itself results from pollution or contamination
13. Loss or damage and/or liability caused by or arising out of the wilful act or wilful neglect or gross negligence of the Insured or his responsible representatives.
14. Terrorism Damage Exclusion Warranty:

This policy excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

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

This exclusion also includes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to the above.

**GENERAL CONDITIONS (Applicable to all Section in addition to the Conditions stated for any Individual Section) –**

1. **DUTY OF DISCLOSURE:** This Policy shall be void and all premiums paid hereon shall be forfeited to the Company in the event of misrepresentation, mis-description or nondisclosure of any material fact.
2. **REASONABLE CARE:** The Insured shall take all reasonable care to safeguard the property insured against accident, loss or damage. The Insured shall at his own expense take all reasonable precautions and comply with all reasonable recommendations of the Company to prevent loss, damage or liability and comply with statutory requirements and manufacturers recommendations. In the event of any accident or any incidence giving rise to a loss, the Insured property shall not be left unattended and without proper precautions being taken to prevent further damage or loss.
3. All payments made in discharge of obligations under the Policy would be in Indian Rupees only, unless specifically agreed otherwise.
4. Representatives of the Company shall at any reasonable time have the right to inspect and examine the risk and the Insured shall provide the representatives of the Company with all details and information necessary for the assessment of the risk.
5. The Insured shall immediately notify the Company by facsimile/E-mail or in writing of any material change in the risk and cause at his own expense such additional precautions to be taken as circumstances may require to ensure safe operation of the insured properties and the scope of cover and / or premium shall, if necessary, be adjusted accordingly. No material alteration shall be made or admitted by the Insured whereby the risk is increased unless the continuance of the insurance be confirmed in writing by the Company.



6. Any knowledge or information of any circumstance or condition in connection with the Insured in possession of any official of the Company shall not be notice to or be held to bind or prejudicially affect the Company notwithstanding subsequent acceptance of any premium.
7. The payment by the Company to the Insured or his/her nominee or legal heirs of any compensation or benefit under the Policy shall in all cases be an effectual discharge to the Company and the Company shall not be bound to take notice or be affected by any notice of any trust, charge, lien, assignment or other dealing with or relating to this Policy.
8. Any special provisions subject to which this Policy has been entered into and endorsed in the Policy or in any separate instrument shall be deemed to be part of this Policy and shall have effect accordingly.
9. **CLAIMS PROCEDURE:** Upon the happening of any event giving rise or likely to give rise to a claim under this Policy the Insured shall –
  - a) give immediate notice thereof in writing to the nearest office with a copy to the Policy issuing office of the Company;
  - b) lodge complaint with the Police for offence(s) against property insured, if any committed;
  - c) take all steps within his power to minimise the extent of loss or damage;
  - d) preserve the parts affected and make them available for inspection by a representative or surveyor of the Company;
  - e) deliver to the Company a detailed statement in writing regarding the loss or damage with an estimate of the intrinsic value of the property lost or the amount of damage caused to the property, as the case may be, within the date (as specified in Condition of each relevant Section of this Policy) and wherever the same is not specified then 14 Days of discovery of an event causing loss or damage to the property insured ;
  - f) tender to the Company all reasonable information, assistance and proof in connection with any claim.
10. **INDEMNITY:** The Company may at its option reinstate, replace or repair the property lost or damaged or any part thereof instead of paying the amount of loss or damage or may join with any other insurer in so doing, but 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, not more than the sum insured thereon.
11. If in any case the Company shall be unable to reinstate or repair the insured property/item, because of any law or other regulations in force affecting insured property or otherwise, the Company shall, in every such case, only be liable to pay such sum as would be requisite under this Policy.
12. **AVERAGE:** If the property hereby insured shall at the time of any loss or damage be collectively of greater value than the Sum Insured thereon, then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable proportion

of the loss. Every item if more than one of the Policy shall be separately subject to this Condition.

**13. CONTRIBUTION:** If at the time of happening of any loss or damage covered by this Policy there be any other insurance of any nature whatsoever covering the same loss, damage or liability, whether effected by the Insured or not, then the Company shall not be liable to pay or contribute more than its ratable proportion of any loss or damage. However this condition will not be applicable to the Personal Accident Cover.

**14. SUBROGATION:** The Insured and any claimant under this Policy shall at the expense of the Company do or concur in doing or permit to be done all such acts, deeds and things that may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies or obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated upon the Company paying for or making good any loss or damage under this Policy whether such acts, deeds and things shall be or become necessary or required before or after the Insured's indemnification by the Company. However this condition will not be applicable to the Personal Accident Cover.

**15. FRAUD:** If any claim under this Policy is in any respect fraudulent or if any false declaration is made or used in support thereof or if any fraudulent means or device are used by the Insured or any one acting on the Insured's behalf to obtain any benefit under this Policy, all benefits and rights under the Policy shall be forfeited.

**16. LIMITATION OF LIABILITY:** If a Claim is rejected or partially settled under the terms of the Policy and is not the subject of a pending suit or other proceedings within the applicable period specified under the Limitation Act 1963 (as amended and any other applicable law), the Claim shall be deemed to have been closed and Company's liability in respect of it shall be extinguished.

**17. CANCELLATION:** The Company may cancel the Policy on grounds of misrepresentation, fraud, non-disclosure or non-cooperation by the Insured, giving 15 days' notice to the Insured for the cancellation and there would be no refund of premium.

The Insured may also give 15 days' notice in writing, to the Company, for the cancellation of this Policy, in which case Company shall retain premium for the period this Policy has been in force at the Company's short period scales (Table given here below), provided no claim has occurred up to the date of cancellation of this Policy.

The Short period scale is as follows:

Period of Risk		Premium to be retained
For a period not exceeding	1 month	20% of the Annual Premium
For a period not exceeding	2 months	30% of the Annual Premium
For a period not exceeding	3 months	40% of the Annual Premium
For a period not exceeding	4 months	50% of the Annual Premium
For a period not exceeding	5 months	60% of the Annual Premium
For a period not exceeding	6 months	70% of the Annual Premium

For a period not exceeding	7 months	80% of the Annual Premium
For a period not exceeding	8 months	90% of the Annual Premium
For a period exceeding	8 months	The full Annual Premium

**18. ARBITRATION:**

The parties to the contract may mutually agree and enter into a separate Arbitration Agreement to settle any and all disputes in relation to this policy. Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

Note: The above Arbitration Clause is not applicable to retail/individual policyholders.

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

**20. OBSERVANCE OF TERMS AND CONDITIONS:** The due observance and fulfilment of the terms, conditions and endorsement of this Policy in so far as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers in the proposal shall be a condition precedent to any liability of the Company.

**21. NOTICE:** Every notice and communication to the Company required by this Policy shall be in writing and be addressed to the office of the Company through which this insurance is effected.

**22. INTERPRETATION:** This Policy and the Schedule shall be read together and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such meaning wherever it may appear.

**23. RENEWAL NOTICE:** This Policy will automatically terminate at the end of the period of Insurance stated in the schedule. The Company shall not be bound to accept any renewal premium nor to give notice that such is due.

**24. CLAIM SETTLEMENT:** The Company will settle the claim under this policy within 30 days from the date of receipt of necessary documents required for assessing the claim. In the event that the Company decides to reject a claim made under this policy, the Company shall do so within a period of thirty days of the survey report or the additional survey report, as the case may be, in accordance with the provisions of Protection of Policyholders' Interest Regulations 2002.

**25. GEOGRAPHICAL SCOPE-** The geographical scope of coverage for this policy will be restricted to the territorial limits of India unless specified otherwise in the Schedule. The geographic scope for Personal Accident Cover will be on a worldwide basis.

**26. GRIEVANCE -** For resolution of any query or grievance, Insured may contact the respective branch office of the Company or may call toll free number 1800 266 4545 or may write an e- mail at [care@kotak.com](mailto:care@kotak.com).

In case the Insured is not satisfied with the response, Insured may contact the Grievance Officer of the Company at [grievanceofficer@kotak.com](mailto:grievanceofficer@kotak.com). In case if the Insured is not satisfied with the solution the Grievance Officer has provided, Insured can write to [seniorgrievanceofficer@kotak.com](mailto:seniorgrievanceofficer@kotak.com)/ [chiefgrievanceofficer@kotak.com](mailto:chiefgrievanceofficer@kotak.com).

However, if the resolution provided by us is not satisfactory you may approach Insurance Regulatory and Development Authority of India (IRDAI) through the Bima Bharosa Portal [hps://bimabharosa.irdai.gov.in](https://bimabharosa.irdai.gov.in)

You may also approach Insurance Ombudsman, subject to vested jurisdiction, for the redressal of grievance. The details of the Insurance Ombudsman is available at Annexure I.

The details of the Insurance Ombudsman/ complete Grievance Redressal Process is also available at Company's website: [www.kotakgeneral.com](http://www.kotakgeneral.com)

The updated details of Insurance Ombudsman offices are also available on the website of Council for Insurance Ombudsmen: [www.cioins.co.in/Ombudsman](http://www.cioins.co.in/Ombudsman)

**Annexure I**

**Details of Insurance Ombudsman**

<b>Office Details</b>	<b>Jurisdiction of Office Union Territory, District</b>
<p>Ahmedabad: Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, AHMEDABAD – 380 001. Tel.: 079 - 25501201/02/05/06 Email: <a href="mailto:bimalokpal.ahmedabad@cioins.co.in">bimalokpal.ahmedabad@cioins.co.in</a></p>	<p>Gujarat, Dadra &amp; Nagar Haveli, Daman and Diu.</p>
<p>Bengaluru: Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19, Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: <a href="mailto:bimalokpal.bengaluru@cioins.co.in">bimalokpal.bengaluru@cioins.co.in</a></p>	<p>Karnataka.</p>
<p>Bhopal: Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202 Email: <a href="mailto:bimalokpal.bhopal@cioins.co.in">bimalokpal.bhopal@cioins.co.in</a></p>	<p>Madhya Pradesh and Chattisgarh.</p>
<p>Bhubneshwar: Office of the Insurance Ombudsman, 62, Forest park, Bhubaneswar – 751 009. Tel.: 0674 - 2596461 /2596455 Email: <a href="mailto:bimalokpal.bhubaneswar@cioins.co.in">bimalokpal.bhubaneswar@cioins.co.in</a></p>	<p>Orissa.</p>
<p>Chandigarh: Office of the Insurance Ombudsman, S.C.O. No. 101, 102 &amp; 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468 Email: <a href="mailto:bimalokpal.chandigarh@cioins.co.in">bimalokpal.chandigarh@cioins.co.in</a></p>	<p>Punjab, Haryana (excluding Gurugram, Faridabad, Sonapat and Bahadurgarh), Himachal Pradesh, Union Territories of Jammu &amp; Kashmir, Ladakh &amp; Chandigarh.</p>
<p>Chennai: Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284 Email: <a href="mailto:bimalokpal.chennai@cioins.co.in">bimalokpal.chennai@cioins.co.in</a></p>	<p>Tamil Nadu, Puducherry Town and Karaikal (which are part of Puducherry).</p>

<p>Delhi: Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23232481/23213504 Email: <a href="mailto:bimalokpal.delhi@cioins.co.in">bimalokpal.delhi@cioins.co.in</a></p>	<p>Delhi &amp; following Districts of Haryana - Gurugram, Faridabad, Sonapat &amp; Bahadurgarh.</p>
<p>Guwahati: Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: <a href="mailto:bimalokpal.guwahati@cioins.co.in">bimalokpal.guwahati@cioins.co.in</a></p>	<p>Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.</p>
<p>Hyderabad: Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 23312122 Email: <a href="mailto:bimalokpal.hyderabad@cioins.co.in">bimalokpal.hyderabad@cioins.co.in</a></p>	<p>Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry.</p>
<p>Jaipur: Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: <a href="mailto:bimalokpal.jaipur@cioins.co.in">bimalokpal.jaipur@cioins.co.in</a></p>	<p>Rajasthan.</p>
<p>Ernakulam: Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015.Tel.: 0484 - 2358759 / 2359338 Email: <a href="mailto:bimalokpal.ernakulam@cioins.co.in">bimalokpal.ernakulam@cioins.co.in</a></p>	<p>Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry.</p>
<p>Kolkata: Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Email: <a href="mailto:bimalokpal.kolkata@cioins.co.in">bimalokpal.kolkata@cioins.co.in</a></p>	<p>West Bengal, Sikkim, Andaman &amp; Nicobar Islands.</p>
<p>Lucknow: Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Email: <a href="mailto:bimalokpal.lucknow@cioins.co.in">bimalokpal.lucknow@cioins.co.in</a></p>	<p>Districts of Uttar Pradesh: Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar,</p>

	Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.
<p>Mumbai: Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 69038821/23/24/25/26/27/28/28/29/30/31 Email: <a href="mailto:bimalokpal.mumbai@cioins.co.in">bimalokpal.mumbai@cioins.co.in</a></p>	Goa, Mumbai Metropolitan Region (excluding Navi Mumbai & Thane).
<p>Noida: Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514252 / 2514253 Email: <a href="mailto:bimalokpal.noida@cioins.co.in">bimalokpal.noida@cioins.co.in</a></p>	State of Uttarakhand and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kannauj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautam Buddh nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.
<p>Patna: Office of the Insurance Ombudsman, 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068 Email: <a href="mailto:bimalokpal.patna@cioins.co.in">bimalokpal.patna@cioins.co.in</a></p>	Bihar and Jharkhand.
<p>Pune: Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-41312555 Email: <a href="mailto:bimalokpal.pune@cioins.co.in">bimalokpal.pune@cioins.co.in</a></p>	Maharashtra, Areas of Navi Mumbai and Thane (excluding Mumbai Metropolitan Region).

**Cover 7: Sabotage and Terrorism Damage Cover Endorsement (Material Damage Only) under Section I: Kotak Property Shield (\*)****INSURING CLAUSE**

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

For the purpose of this cover, an act of terrorism means an act or series of acts, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), or unlawful associations, recognized under Unlawful Activities (Prevention) Act, 1967 (as amended from time to time) or any other related and applicable national or state legislation formulated to combat unlawful and terrorist activities in the nation for the time being in force, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear for such purposes.

For the purpose of this cover, an act of sabotage means a subversive act or series of such acts committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.

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

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

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

**LOSSES EXCLUDED**

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

1. loss by seizure or legal or illegal occupation;
2. loss or damage caused by:



- a. voluntary abandonment or vacation,
- b. confiscation, commandeering, nationalisation, requisition, detention, embargo, quarantine, or any result of any order of public or government authority, which deprives the Insured of the use or value of its property;
3. loss or damage arising from acts of contraband or illegal transportation or illegal trade;
4. loss or damage directly or indirectly arising from or in consequence of the seepage and or discharge of pollutants or contaminants, which pollutants and contaminants shall include but not be limited to any solid, liquid, gaseous or thermal irritant, contaminant or toxic or hazardous substance or any substance the presence, existence or release of which endangers or threatens to endanger the health, safety or welfare of persons or the environment;
5. loss or damage arising directly or indirectly from or in consequence of chemical or biological emission, release, discharge, dispersal or escape or chemical or biological exposure of any kind;
6. loss or damage arising directly or indirectly from or in consequence of asbestos emission, release, discharge, dispersal or escape or asbestos exposure of any kind;
7. any fine, levy, duty, interest or penalty or cost or compensation/damages and/or other assessment which is incurred by the Insured or which is imposed by any court, government agency, public or civil authority or any other person;
8. loss or damage by electronic means including but not limited to computer hacking or the introduction of any form of computer virus or corrupting or unauthorised instructions or code or the use of any electromagnetic weapon. This exclusion shall not operate to exclude losses (which would otherwise be covered under this Policy) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile;
9. loss or damage caused by vandals or other persons acting maliciously or by way of protest or strikes, labour unrest or riots
10. loss or increased cost occasioned by any public or government or local or civil authority's enforcement of any ordinance or law regulating the reconstruction, repair or demolition of any property insured hereunder;
11. any consequential loss or damage, loss of use, delay or loss of markets, loss of income, depreciation, reduction in functionality, or increased cost of working;
12. loss or damage caused by factors including but not limited to cessation, fluctuation or variation in, or insufficiency of, water, gas or electricity supplies and telecommunications or any type of service;
13. loss or increased cost as a result of threat or hoax;
14. loss or damage caused by or arising out of burglary, house - breaking, looting, theft, larceny or any such attempt or any omission of any kind of any person (whether or not such act is committed in the course of a disturbance of public peace) in any action taken in respect of an act of sabotage and/or terrorism;
15. loss or damage caused by mysterious disappearance or unexplained loss
16. loss or damage directly or indirectly caused by mould, mildew, fungus, spores or other micro-organism of any type, nature or description, including but not limited to any substance whose presence poses an actual or potential threat to human health;
17. total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind;
18. Any loss due to fines or damages for breach of contract, or penalties of whatever nature;

19. Any infidelity, fraudulent, dishonest or criminal act by any director, officer or trustee of the Insured whether acting alone or in collusion with others;
20. Any debt, insolvency or commercial failure, whether to provide bond or security or otherwise, or any other financial cause of any party or person whatsoever.
21. loss or damage caused by Civil Commotion, Insurrection, Revolution or Rebellion, Mutiny and/or Coup d'Etat and Civil War except as may be insured specifically under any Political Violence Extension to this cover;
22. Third party liability howsoever arising except as may be insured specifically under any Third-Party Liability Extension to this cover.

### **LIMIT OF INDEMNITY**

The limit of indemnity under this cover shall not exceed the Total Sum Insured given in the Policy Schedule or INR 20,000,000,000 per compound/location whichever is lower.

In respect of sabotage and/or terrorism cover for dwellings, limit of indemnity shall not exceed Total Sum Insured as mentioned in the Policy Schedule or INR 4,000,000,000 per compound/location whichever is lower.

In respect of several locations being covered under a single policy on a floater basis, the maximum aggregate loss suffered from all the locations mentioned in the Policy schedule shall not exceed Total Sum Insured as mentioned in the Policy Schedule or INR 20,000,000,000/- whichever is lower.

In respect of several insurance policies within the same compound/location with one or different insurers, the maximum aggregate loss payable per compound/location by any one or all insurers, shall be INR 20,000,000,000. If the actual aggregate loss suffered at one compound/location is more than INR 20,000,000,000, the amounts payable towards individual policies shall be reduced in proportion to the sum insured of the policies.

### **EXCESS\***

Shops & Residential Risks: 1% of the claim amount for each and every claim subject to Minimum of INR 10,000 and Maximum of INR 500,000

Non-Industrial Risks: 1% of the claim amount for each and every claim subject to Minimum of INR 25,000 and Maximum of INR 1,000,000

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

\*Whichever is applicable

### **ADD ON COVERS**

It is further declared and agreed that the limit of indemnity including the claim on add on cover(s) shall not exceed total sum insured plus separate sublimit opted for add on cover(s) or INR 20,000,000,000 whichever is lower. In respect of several insurance policies within the

same compound/location, the maximum aggregate loss payable per compound/location by any one or all insurers shall be INR 20,000,000,000.

In respect of sabotage and/or terrorism cover for long term dwellings, limit of indemnity including the claim on add on cover(s) shall not exceed total sum insured plus separate sublimit opted for add on cover(s) or INR 4,000,000,000/- whichever is lower. In respect of several insurance policies within the same compound/location, the maximum aggregate loss payable per compound/location by any one or all insurers shall be INR 4,000,000,000/-

### **MID TERM COVER**

In case the coverage under this endorsement is granted during the currency of the policy, no claims will be payable for loss or damage to property caused by an act of sabotage and/or terrorism occurring during the first 15 (fifteen) days from the date of granting such cover. There should be no known or recorded/reported losses from ground up including threats/hoaxes from date of inception of policy to the date of granting such cover.

### **SANCTION, LIMITATION AND EXCLUSION CLAUSE**

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

### **CANCELLATION CLAUSE**

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

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

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

(\*) The wordings for Terrorism Damage Cover Endorsement are as prescribed by Indian Market Terrorism Risk Insurance Pool (Pool) currently in force and will be subject to change as per Pool guidelines or as per the Reinsurance arrangement from time to time.

### **Forming Part of Sabotage & Terrorism Damage Cover Endorsement of Policy No.**

### **TERRORISM THIRD PARTY LIABILITY INSURANCE ADD ON COVER**

## 1. Insuring Clause

- 1.1. In consideration of the premium paid and subject to the exclusions, limits, and terms and conditions contained herein, this add on cover indemnifies the Insured for its ascertained Loss by reason of the liability imposed upon the Insured by law or assumed under an indemnification contract, for damages in respect of a claim, arising out of a loss up to but not exceeding the sub limit (i.e. 10% of the Total Sum Insured Value for Sabotage and Terrorism Endorsement or INR 25,00,00,000 whichever is less, each any one loss and in all for the Policy Period) for Bodily Injury and/or Property Damage resulting solely and directly from an act or acts of sabotage and terrorism as defined under Sabotage and Terrorism damage cover endorsement.
- 1.2. Provided such claim made is first received by the Insured during the Policy Period or the Insured gives written notification to Insurer of the discovery of his involvement in such act of sabotage and terrorism within 90 days of the expiry of the Policy.
- 1.3. Regardless of the number of claims made against the Insured, the Insured shall always be liable for the deductible, in respect of each and every loss. Each loss's deductible amount shall be subject to no aggregate limitation regardless of the number of losses or claims made against the Insured.
- 1.4. As soon as the Insured becomes aware of a loss or receives a claim, the Insured shall promptly, and at its own expense, take all reasonable steps to prevent further Bodily Injury and/or Property Damage resulting from the same loss or conditions which may give rise to a similar loss.
- 1.5. Insurer shall not be called upon to assume the handling or control of the defence or settlement of any claim made against the Insured however the Insurer shall have the right, but not the duty, to participate with the Insured in the defence or settlement of any claim which may be indemnifiable in whole or in part by this Policy.
- 1.6. Insurer will pay any defence expenses incurred after exhaustion of the deductible amount or each loss deductible amount, whichever is the greater, provided the prior written consent of Insurer is obtained before those defence expenses are incurred and subject to Insurer's limits of liability under this endorsement.
- 1.7. Whenever any written demand received by the Insured for damages is finally resolved by a payment by the Insured which, regardless of the amount thereof, is only covered in part by this Policy, then the percentage of any defence expenses that can be included in the Ultimate Net Loss shall be calculated by dividing that part of such payment which is covered by this Policy, by the total amount paid by the Insured.
- 1.8. In the event the Insured elects not to appeal, a judgement which may, in whole or in part, involve indemnity under this Policy, Insurer may, following discussion with the Insured, elect to make such appeal at their own cost and expense and shall be liable for the taxable costs and disbursements and any additional interest incidental to such appeal; but in no event shall the liability of Insurer exceed the relevant limits of liability plus such cost, expense, disbursements and interest.

## 2. Definition

The words "Bodily Injury", wherever used in this policy, shall mean all physical injury to a third-party human being including death, sickness, disease or disability and all mental injury, anguish or shock to such human being resulting from such physical injury.

### 3. Exclusions

1. Any loss arising from War (whether before or after the outbreak of hostilities) between any two or more countries;
2. Loss, injury or damage arising out of discrimination or humiliation;
3. Loss or damage to property
  - (a) owned, leased, rented or occupied by the Insured;
  - (b) in the care, custody or control of the Insured;
4. Mental injury, anguish, shock or the like where no physical injury has occurred to the litigant;
5. Loss or damage caused by Civil Commotion, Insurrection, Revolution or Rebellion, Mutiny and/or Coup d'Etat and Civil War except as may be insured specifically under any Political Violence Extension to Sabotage and Terrorism Endorsement;

**SUBJECT OTHERWISE TO ALL THE TERMS, CONDITIONS, DEFINITIONS, DEDUCTIBLES, LIMITATIONS AND EXCLUSIONS OF THE MAIN POLICY AND SABOTAGE AND TERRORISM ENDORSEMENT TO WHICH THIS EXTENSION IS ATTACHED**

**Forming Part of Sabotage & Terrorism Damage Cover Endorsement of Policy No.**

### **POLITICAL VIOLENCE INSURANCE EXTENSION – PROPERTY DAMAGE WORDING**

#### **1. INSURING CLAUSE**

In consideration of the premium paid and subject to the exclusions, limits, and terms and conditions contained herein, this add on cover indemnifies the Insured for its ascertained Loss for any one loss up to but not exceeding the sub limit (i.e. 10% of Total Sum Insured for Sabotage and Terrorism Endorsement or INR 50,00,00,000 whichever is lesser, each in respect of any one loss and in the aggregate) against:

- 1.1. Physical loss or physical damage to the Buildings and Contents which belong to the Insured or for which the Insured is legally responsible, directly caused by one or more of the following perils occurring during the Policy Period and in respect of which the Insured has purchased cover:
  1. Civil Commotion;
  2. Insurrection, Revolution or Rebellion;
  3. Mutiny and/or Coup d'Etat;
  4. Civil War.

Such perils in respect of which cover has been purchased by the Insured shall be the "Covered Causes of Loss".

#### **2. DEFINITIONS**

**"Civil Commotion"** shall mean any act committed in the course of a disturbance of the public peace (where such disturbance is motivated by political reasons) by any person taking part

together with others in such disturbance or any act of any lawfully constituted authority for the purpose of suppressing or minimising the consequence of such act.

**"Civil War"** shall mean an internecine war, or a war carried on between or among opposing citizens of the same country or nation.

**"Coup d'Etat"** shall mean the sudden, violent and illegal overthrow of a sovereign government or any attempt at such overthrow.

**"Insurrection, Revolution and Rebellion"** shall mean a deliberate, organised and open resistance, by force and arms, to the laws or operations of a sovereign government, committed by its citizens or subjects and/or a rising against a sovereign government or other authority.

**"Mutiny"** shall mean a wilful resistance by members of legally armed or peace-keeping forces to a superior officer.

### 3. EXCLUSIONS

This cover **DOES NOT INDEMNIFY AGAINST:**

1. Any loss arising from War (whether before or after the outbreak of hostilities) between any two or more countries.
2. Third party liability howsoever arising except as may be insured specifically under any Third-Party Liability Extension to this cover;

### 4. CHANGES/AMENDMENTS

Any addenda, amendments or endorsements to this Policy shall only be valid if agreed by Insurers in writing.

**SUBJECT OTHERWISE TO ALL THE TERMS, CONDITIONS, DEFINITIONS, DEDUCTIBLES, LIMITATIONS AND EXCLUSIONS OF THE MAIN POLICY AND SABOTAGE AND TERRORISM ENDORSEMENT TO WHICH THIS EXTENSION IS ATTACHED.**