

BUSINESS SURAKSHA PLUS VARIANT 2**SECTION I – MATERIAL DAMAGE****1. 50 : 50 Clause (Applicable For Assets Which Were Covered For The Transit Portion Under Marine Policies Of HDFC ERGO and Other Marine Policies Carrying 50 :50 Clause)**

In respect of the subject matter Insured hereunder consigned from outside India:

The Insured hereby undertakes to inspect each item of the subject matter Insured upon arrival at the contract site for possible damage sustained during transit. In the case of packed items which are to be left in their packaging until a letter date the packaging is to be visually inspected for signs of possible damage and where such damage is visible the items are to be unpacked and inspected and any damage discovered reported to the marine insurers. Where the packaging of an item shows no visible signs of damage to such item having been sustained during transit any subsequent damage discovered upon unpacking will be dealt with by the Marine Insurers or the Project Insurers according to whether it can be clearly established that such damage was caused before or after arrival at the contract site. Where it is not possible to clearly establish whether the damage to an item was caused before or after arrival at the contract site it is hereby agreed that the cost of such damage shall be shared equally between the Marine Insurers and the Project Insurers, provided such a clause is included in the Marine Policy also.

2. 72 Hours Clause**Flood**

Each loss by flood and all losses from this peril within a 72 hour period shall be deemed to be one loss insofar as the Total Sum Insured and deductible provisions of this policy are concerned. The Insurer shall not be liable for any loss caused by any flood occurring before the effective date and time of this policy; however, the Insurer will be liable for any losses occurring for a period of up to seventy two (72) hours after the expiration of this policy, provided that the first flood damage occurs prior to the date and time of the expiration of this policy.

Wind and/or Rainstorm

Each loss by wind and/or rainstorm shall constitute a single claim hereunder; provided, if more than one windstorm and/or rainstorm caused by the same atmospheric disturbance shall occur within any period of seventy-two (72) hours during the term of this Policy, such windstorm and/or rainstorm shall be deemed to be a single windstorm and/or rainstorm within the meaning thereof.

Earthquake

Each loss caused by earthquake shall constitute a single claim hereunder provided that more than one earthquake shock occurring within any seventy-two (72) hours during the term of this policy shall be deemed a single earthquake within the meaning hereof.

3. 72 Hours Clause (Major Perils) - Version 2

Each loss by NATCAT peril within a 72 hour period shall be deemed to be one loss insofar as the Total Sum Insured and deductible provisions of this policy are concerned. The Insurer shall not be liable for any loss caused by any event occurring before the effective date and time of this policy; however, the Insurer will be liable for any losses occurring for a period of up to seventy-two (72) hours after the expiration of this policy, provided that the first flood damage occurs prior to the date and time of the expiration of this policy.

4. 72 Hours Clause - Version 3**Windstorm (Storm. Cyclone. Typhoon, Tempest. Hurricane and Tornado)**

Insurers shall not be liable for any loss occurring before the effective date and time of the Policy nor for any loss commencing after the expiration date and time of this Policy. However, The Insurer will be liable for any losses occurring for a period of up to maximum seventy-two (72) hours after the expiration of this Policy, provided that the first windstorm damage occurs prior to the date and time of the expiration of this Policy.

Each loss by windstorm shall constitute a single claim hereunder; provided, if more than one windstorm shall occur within any period of seventy two (72) hours during the term of this Policy such windstorm shall be deemed to be a single windstorm within the meaning thereof

Official recognized Authority (or as agreed between The Insurer and The Insured) will elect the moment from which each of the aforesaid periods of seventy two (72) hours shall be deemed to have commenced but no two such seventy two (72) hour periods shall overlap.

Flood

Insurers shall not be liable for any loss caused by flood occurring before the effective date and time of this policy nor for any loss commencing after the expiration date and time of this policy. However, The Insurer will be liable for any losses occurring for a period of up to maximum seventy-two (72) hours after the expiration of this Policy, provided that the first flood damage occurs prior to the date and time of the expiration of this Policy. Each loss caused by flood and all losses caused by flood within a seventy-two (72) hours period shall be deemed to constitute a single loss. Official recognized Authority (or as agreed between The Insurer and The Insured) will elect the moment from which each of the aforesaid periods of seventy two (72) hours shall be deemed to have commenced but no two such seventy two (72) hours periods shall overlap.

Earthquake (TO BE DELETED IF EARTHQUAKE IS NOT OPTED FOR)

Insurers shall not be liable for any loss caused by an earthquake occurring before the effective date and time of this policy nor for any loss commencing after the expiration date and time of this policy. However, The Insurer will be liable for any losses occurring for a period of up to maximum seventy-two (72) hours after the expiration of this Policy, provided that the earthquake damage occurs prior to the date and time of the expiration of this Policy. Any and all losses caused by earthquake shall constitute a single loss hereunder provided that more than one earthquake shock occurring within any seventy two (72) hour period during the Period of Insurance of this Policy shall be deemed to be a single earthquake within the meaning thereof.

5. 72 Hours Clause - Version 4

Only for the purpose of the application of any Deductible all loss, destruction, damage or Interruption resulting from Earthquake, Storm, Flood, Riot or

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similar happening occurring during each period of 72 consecutive hours shall be considered as one event. Each event shall be deemed to have commenced on the first happening of any such loss destruction or damage not within the period of any previous event.

6. Abandonment of Property

On the happening of any Loss or Damage to any property Insured by this policy, the insurer may:

- a) take possession of or require to be delivered to it any property of the Insured on the premises at the time of the Loss of Damage;
- b) Keep possession of any such property and examine, sort, arrange, remove, or otherwise deal with the same;
- c) sell any such property or dispose of the same for account of whom it may concern

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

If the insured or any person on his behalf shall not comply with the requirements of the insurer or shall hinder or obstruct the Insurer in the exercise of its power hereunder, all benefit under this policy shall be forfeited. The Insured shall not in any case be entitled to abandon any property to the Insurer whether taken possession of by the Insured or not.

7. Accidental Discharge Of Gas Flooding Systems

The insurer will pay the reasonable costs/expenses incurred by the insured in refilling cylinders of any gas flooding systems installed for the protection of property arising out of the accidental discharge of such system due to loss or damage covered under the Policy.

Limit: as specified in policy schedule

8. Account Receivable Clause - Version 1

It is hereby agreed and declared that, notwithstanding anything to the contrary in this policy or in any of its conditions, the policy extends to cover the shortage in collection of accounts receivable resulting from insured physical loss or damage including accounts receivable records stored as electronic data or reconstruction cost of such records whichever is lower.

9. Account Receivable Clause - Version 2

It is understood that the insurance by this Policy extends to include:

- (a) All sums due to the Insured from customers, provided the Insured is unable to effect collection thereof as the direct result of Loss or Damage to records of accounts receivable; (b) Interest charges on any loan to offset impaired collections pending repayment of such sums made uncollectible by such Loss or Damage;
- (c) Collection expense in excess of normal collection cost and made necessary because of such Loss or Damage;
- (d) Other expenses, when reasonably incurred by the Insured in reestablishing records of accounts receivable following such Loss or Damage.

For the purpose of this Insurance, credit card company charge media shall be deemed to represent sums due the Insured from customers, until such charge media is delivered to the credit card company.

When there is proof that a loss of records of accounts receivable has occurred but the Insured cannot more accurately establish the total amount of accounts receivable outstanding as of the date of such Loss or Damage, such amount shall be computed as follows:

(a) The monthly average of accounts receivable during the last available twelve months shall be adjusted in accordance with the percentage increase or decrease in the twelve months average of monthly gross revenues which may have occurred in the interim.

(b) The monthly amount of accounts receivable thus established shall be further adjusted in accordance with any demonstrable variance from the average for the particular month in which the Loss or Damage occurred, due consideration also being given to the normal fluctuations in the amount of accounts receivable within the fiscal month involved.

There shall be deducted from the total amount of accounts receivable, however, established, the amount of such accounts evidenced by records not lost, destroyed or damaged, or otherwise established or collected by the Insured, and an amount to allow for probable bad debts which would normally have been uncollectible by the Insured. In the event of loss hereunder the Insured shall use all reasonable diligence and dispatch, including legal action if necessary, to effect collection of outstanding accounts receivable, the records for which have been lost, destroyed or damaged, and the extra cost, if any, incurred thereby shall constitute a claim to the extent that it reduces the loss hereunder.

10. Accountants Clause

It is agreed that every certificate regarding data out of the business book keeping which is required by the Insurer in terms of the Policy conditions and which shall be provided by the Chartered Accountant of the Insured shall be used as prima facie evidence for the purpose as to the accuracy of the data, which was certified

11. Accumulated Stock Clause

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

12. Acquired Companies Clause

It is understood and agreed that in the event of the Insured acquiring a controlling interest in companies or other organisations during the period of Insurance, coverage provided by this policy extends to include said property subject to the Insured declaring details of such acquisition within thirty (30) days following the date of acquisition and subject to review by the Insurer. Provided the occupancy of the new acquisition shall be similar to the occupancy as stated in the schedule.

For the purposes of this clause a controlling interest shall, in the case of a company, mean the acquisition of shares carrying more than fifty per cent (50%) of votes capable of being cast at a general meeting of ordinary shareholders in such company.

13. Additional Custom Duty/Import Tax Cost - Version 1

It is hereby declared and agreed that the Insured shall also be indemnified during the currency of the policy, towards the additional Customs Duty which may be incurred by the Insured over and above the Customs Duty amount taken into account in arriving at the Sum Insured of the affected items.

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

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

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

Note- For computation of indemnity under the Additional Customs duty

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extension, exchange rate applicable on date of occurrence of loss shall be considered.

14. Additional Custom Duty/Import Tax Cost - Version 2

The Insurer shall indemnify the Insured up to the limit of indemnity as specified in the schedule, in respect of the additional, extra custom duty/ taxes incurred in replacing/importing equipment in a event of claim.

15. Additional Customs Duty (Contingent) - Version 3

This section extends to indemnify the insured in respect of any additional / extra Import / Customs duties payable while removing the good from bond register from STPI/SEZ or similar such units. This is to be covered for 30% of claim amount each and every loss on first loss basis.

16. Additional Customs Duty Clause - Version 4

This section extends to indemnify the insured in respect of any additional extra Import / Customs duties in excess of limit stated in schedule, already included in the sum insured, incurred in the event of a claims for which indemnity is provided by this section of the policy or which would have been. but for an application of Insured's Retained Liability, indemnified.

Such additional Import / Customs Duties shall be payable in addition to the limit of indemnity subject to limit of any one event stated in the schedule.

17. Additional Increase In Cost Of Working

It is hereby agreed and declared that notwithstanding anything contained herein to the contrary, this policy extends to cover costs and expenses necessarily and reasonably incurred during the indemnity period in consequence of the 'Damage' and not otherwise payable under Loss of Gross Profit Provision (increase in cost of working) for the purposes of maintaining the business, it being understood that if any such costs under Loss of Gross Profit provisions (Reduction in turnover and increase in cost of working) are of a capital asset nature then account shall be taken of the residual value of such capital items so involved existing at the end of the maximum Indemnity Period.

Limit: 10% of Limit of Indemnity (BI Sum Insured/ BI Loss Limit) subject to a maximum amount INR 25 crores or as limit specified on policy schedule.

18. Additional Insured Clause Version – 1

It is understood and agreed that any individual, firm, corporation and/or its joint ventures, for whom or with whom The Insured may be operating is hereby named as additional Insured in The Schedule when required by contract, or as required. It is further understood and agreed that in the event there is any violation of the terms and conditions of this insurance by one Insured, it shall not affect the rights of other Insured; including interest of mortgagees and notice of assignment in respect thereof.

19. Additional Insured Clause Version – 2

Notwithstanding anything to the contrary contained in this Policy, it is hereby agreed and declared that any individual ,firm, corporation and/or its joint ventures, for whom or with whom the Insured may be operating is hereby named as additional Insured in The Schedule when required by contract, or as required. It is further understood and agreed that in the event there is any violation of the terms and conditions of this insurance by one Insured, it shall not affect the rights of other Insured's; including interest of mortgagees and notice of assignment in respect thereof. Nothing contained in this Endorsement shall be deemed to increase the Sum(s) Insured or Limit of Indemnity stated in The Schedule. Subject otherwise to the terms, exclusions, conditions and limitations of this Policy.

20. Additional Sum Insured

The cover under this section is extended to cover additional sums up to ___% of the sums insured of each and every item in the schedule solely for unexpected increases in the sums of gross profit and/or wages but not more than Rs.____ for all policy items together, the lesser of the two. It is hereby declared and agreed that the Insured shall notify of such increase as soon as possible and in any event not later than 60 days from the date the insured become aware or discover such increase and shall pay the additional premium.

21. Additions To The Insured Property

In addition to the sums insured detailed in the schedule, the Policy covers additional sums arising out of alterations, extensions or physical additions to the insured property and also due to levies and additional taxes which shall be imposed by the Authorities on such property and/or an increase in the value of the property (including at the time of reinstatement) as a result of unanticipated changes and provided that all the aforementioned took place after the inception of this policy. The Insurers liability under this extension shall not exceed a sum equivalent to ___% of the sum insured detailed for each item; but in any event not more than _____ in all. The Insured undertakes to report any such change within a reasonable period of time and to pay pro-rata additional premium.

22. Aggravation Clause

This policy does not cover losses arising out of excluded perils. However it is noted and agreed that, where an insured loss exists and is aggravated by an excluded peril, the impact of this excluded peril shall not preclude the right of the insured to be indemnified for the claim arising out the original loss. The claim, nevertheless, will be limited to the amount of the loss that the insured has suffered being clearly distinguishable as arising from the original loss as opposed to the excluded peril.

23. Agreed Bank Clause

It is hereby declared and agreed:

1. That upon any monies becoming payable under this Policy the same shall be paid by the Company to the Bank and such part of any monies so paid as may relate to the interests of other parties insured hereunder shall be received by the Bank as Agents for such other parties.
2. That the receipts of the Bank shall be complete discharge of the Company therefore and shall be binding on all the parties insured hereunder.
N.B: The Bank shall mean the first named Financial Institution/ Bank named in the Policy.
3. That if and whenever any notice shall be required to be given or other communication shall be required to be made by the Company to the Insured or any of them in any manner arising under or in connection with this Policy such notice or other communication shall be deemed to have been sufficiently given or made if given or made to the Bank.
4. That any adjustment, settlement, compromise or reference to arbitration in connection with any dispute between the Company and the Insured or any of them arising under or in connection with this Policy if made by the Bank shall be valid and binding on all parties insured hereunder but not so as to impair rights of the Bank to recover the full amount of any claim it may have on other parties insured hereunder.
5. That this insurance so far only as it relates to the interest of the Bank therein shall not cease to attach to any of the insured property by reason of operation of Condition 3 of the Policy except where a breach of the Condition has been committed by the Bank or its duly authorised agents or servants and this insurance shall not be invalidated by any act or omission on the part of any other party

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insured hereunder whereby the risk is increased or by anything being done to upon or any building hereby insured or any building in which the goods insured under the Policy are stored without the knowledge of the Bank provided always that the Bank shall notify the Company of any change of ownership or alterations or increase of hazards not permitted by this insurance as soon as the same shall come to its knowledge and shall on demand pay to the Company necessary additional premium from the time when such increase of risks first took place and

6. It is further agreed that whenever the Company shall pay the Bank any sum in respect of loss or damage under this Policy and shall claim that as to the Mortgagor or owner no liability therefore existed, the Company shall become legally subrogated to all the rights of the Bank to the extent of such payments but not so as to impair the right of the Bank to recover the full amount of any claim it may have on such Mortgagor or Owner or any other party or parties insured hereunder or from any securities or funds available.

24. All Other Contents Clause Version – 1

The coverage provided hereunder (subject always to the limit of liability set forth in the Schedule) shall include:

- a) Money and Stamps not otherwise specifically insured for an amount not exceeding limit stated in policy schedule.
- b) Documents, Manuscripts and Business Books but only for the value of the materials as stationery together with the cost of clerical labour expended in writing up and not for the value to the Insured of the information contained therein, for an amount not exceeding limit stated in policy schedule.
- c) Computer System Records but only for the value of materials together with the cost of clerical labour and computer time expended in reproducing such records (excluding any expense in connection with the production of information to be recorded therein) and not for the value to the Insured of the information contained therein for an amount not exceeding limit stated in policy schedule.
- d) Patterns, Models, Moulds, Plans and Designs but only for the value of the material together with the cost of Labour expended to reinstate for an amount not exceeding limit stated in policy schedule.

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

25. Alterations & Additions Clause

The coverage provided hereunder is automatically extended to cover minor alterations, construction, reconstruction, additions, modification works carried out on any of the Insured's property subject to a value of _____ . Insurers are to be notified within _____ days.

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

26. Alternative Basis Clause

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

Provided that :

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

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

27. Alternative Premises Clause

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

28. Appraisement Clause

If the aggregate claim for any one loss does not exceed the amount (as specified in schedule) per location or % (as specified in schedule) of sum insured, whichever is higher, no special inventory/appraisement of the undamaged property shall be required.

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

29. Architects, Surveyors And Consulting Engineers Fee (In Excess Of 3% Of The Claims Amount) -Version 1

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

Architects', Surveyors' & Consulting Engineers' Fees

The insurance by the Policy shall include an amount in respect of Architects', Surveyors, Consulting Engineers' and Legal and other Fees necessarily incurred in the reinstatement of the Property Insured consequent upon its destruction or damage but not for preparing any claim, it being understood that the amount payable for such Fees shall not exceed those authorized under the scales of the various Institutions and/or Bodies regulating such charges. This extension shall also include reasonable costs incurred by the Insured of a like nature.

Limit as specified in the schedule each and every loss

30. Architects', Surveyors' & Consulting Engineers' Fees- Version 2

It is hereby declared that the amount insured on building, machinery, accessories and equipment is understood to include Architects', Surveyors' and Consulting Engineers' Fees for Plans, Specifications, Tenders, Quantities and Service in connection with the superintendence of the reinstatement of the building, machinery, accessories and equipment Insured under this policy but it is understood that this does not include any costs in connection with the preparation of the Insured's claim or estimate of loss in the event of damage by Insured Perils and further that the amount payable in respect of Architects', Consulting Engineers' fees for service and superintendence of the reinstatement of the building, machinery, accessories and equipment insured shall not exceed on the amount paid for loss on the building, machinery, accessories and equipment insured by the policy

Limit as specified in the schedule each and every loss.

31. Assets Under Cwip (Including Ear/Car/Any Project Completed But Not Capitalized)

Assets where the project is completed and yet to be capitalized in the books of accounts and are outside the purview of CAR/EAR policy are held covered up to limit as mentioned in policy schedule

32. Auditors' Clause

The Insurance under this policy is limited to the reasonable charges payable by the Insured to their Auditors for producing and certifying any particulars or details contained in the Insured's books of account or

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other business books or documents or such other proofs, information or evidence as may be required by the Company under the terms of Condition of this Policy. Any particulars or details contained in the Insured's books of account or other business books or documents which may be required by the Company under scope of this Policy for the purpose of investigating or verifying any claim hereunder may be produced and certified by the Insured's Auditors, and their certificate shall be prima facie evidence of the particulars and details to which such certificates relate. Limits as specified in policy schedule

33. Automatic Cover For New Location

If the Insured acquires or occupies additional locations , this insurance automatically covers at such locations the Insured's property of the same type as insured under this Policy for up to 60 days of acquisition or first occupation.

Provided:

1. the location is constructed using noncombustible materials,
2. the Company's maximum liability (for Property Damage and Business Interruption combined) arising at each location under this coverage extension shall be as per limit stated in policy schedule., and
3. before the expiry of the automatic coverage period the Insured declares such location, property and insurable values for endorsement onto this Policy.

34. Automatic Cover For Unspecified/Unnamed Locations - 365 Days

Notwithstanding anything to the contrary in any Limit of Liability clause attached to this Policy, this insurance extends to cover:

- (a) Stocks belonging to the insured while temporarily or permanently stored at any unspecified location anywhere in India; and
- (b) Any other Property belonging to the insured at any unspecified location anywhere in India

For the purpose of this extension, 'unspecified location' means any location not specified in the Insured's declaration of property values / policy schedule. The Company's liability under this extension is limited to any one location and in aggregate as per limit stated in policy schedule for the Period of Insurance

35. Automatic Extension Clause - Version 2

Notwithstanding anything herein to the contrary, the Insurer hereby agrees to automatically extend the period of insurance under the policy by a further period of months as specified in schedule at pre-agreed rates.

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

36. Automatic Extension Clause / Tacit Renewal - Version 1

It is hereby noted and agreed that the Period of Insurance is as stated in the Schedule plus any further period of 12 months thereafter PROVIDED THAT

- i. there is no material change in insured property, insured interest, or hazards
- ii. the Sums Insured, Loss Limits, and insurable values are not increased by more than 10% of the Sums Insured, Loss Limits, or values stated in the Schedule iii. the Insurers have not given provisional notice of non-renewal or notice that revised rates, terms, or conditions shall apply; Insurers agree that such provisional notice of non-renewal or notice of revised rates or terms shall be given to the Insured not less than 90 days prior to the anniversary date of the policy or it shall be deemed that Insurers have given their tacit agreement to renew the policy for a further period of 12 months, if required by the Insured, at terms as expiring.

37. Automatic Reinstatement Of Sum Insured - Version 1

At all times during the period of insurance of this policy, the insurance cover will be maintained to the full extent of the respective sum insured in consideration of which upon the settlement of any loss under this policy, pro-rata premium for the unexpired period from the date of such loss to the expiry of period of insurance for the amount of such loss shall be payable by the Insured to the Company. The additional premium referred above shall be deducted from the net claim amount payable under the policy. This continuous cover to the full extent will be available notwithstanding any previous loss for which the Company may have paid hereunder and irrespective of the fact whether the additional premium as mentioned above has been actually paid or not following such loss. The intention of this condition is to ensure continuity of the cover to the Insured subject only to the right of the Company for deduction from the claim amount, when settled, of pro-rata premium to be calculated from the date of loss till expiry of the Policy.

Notwithstanding what is stated above, the sum insured shall stand reduced by the amount of loss in case the insured immediately on occurrence of the loss exercises his option not to reinstate the sum insured as above. Subject otherwise to the terms, exceptions and conditions of the Policy.

38. Automatic Reinstatement Of TSI Clause / Automatic Reinstatement Clause Version – 2

The sums insured shall not be reduced by the amount of any loss and the Insured shall be entitled to automatic reinstatement of the sum insured to the extent of 10% of policy sum insured following a loss.

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

39. Automatic Renewal Clause

It is hereby noted and agreed that the Period of Insurance is as stated in the Schedule and insurers will not deny to renew the policy on account of adverse loss ratio or loading of erstwhile IIB rates. PROVIDED THAT

- i. there is no material change in insured property, insured interest, or hazards
- ii. the Sums Insured, Loss Limits, and insurable values are not increased by more than 10% of the Sums Insured, Loss Limits, or values stated in the Schedule.

40. Avoidance Of Impending Damage

This Cover includes the cost incurred (as specified in policy schedule) by the Insured in taking exceptional measures that are reasonable to avoid or reduce impending Damage which would have resulted in a claim under this Extension Provided that:

- a. the impending Damage did not arise from any defect in the Property Insured
- b. the Damage would have been the natural outcome to be expected in the absence of the measures taken
- c. the Insurer is satisfied that Damage which would have been Insured by this Extension has been avoided or reduced in consequence of the measures taken
- d. the liability of the Insurer shall not exceed the cost which would have been incurred had the measures not been taken and Damage insured by this Extension had occurred.

41. Bankruptcy And Insolvency Clause

In the event of bankruptcy or insolvency of The Insured or any entity comprising The Insured, The Insurer shall not be relieved thereby of the payment of any claims hereunder because of such bankruptcy or insolvency, except under Section II (Business Interruption).



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42. Brands & Trademarks Clause/ Brands & Labels Clause (Also Loss Of Damaged Goods) - Version 1

For properties bearing a brand or label associating said property with the insured &/or their suppliers/customers the sale of which carries a guarantee of the above parties, the salvage value of such damaged property shall be determined after removing the brands/trademarks (which might be taken to indicate that the standards of quality or guarantees of the manufacturer/insured attach to the said property). The insured may at their own expense stamp "salvage" on the merchandise or its containers

43. Brands & Trademarks Clause/ Brands & Labels Clause (Also Loss Of Damaged Goods) - Version 2

If branded or labeled insured property is physically damaged and the Company elects to take all or any part of that property, the Insured may at the Company's expense:

- 1) Stamp "salvage" on the property or its containers; or
- 2) Remove or obliterate the brands or labels, In doing so will not damage the property.

The Insured must relabel such property or its containers to be in compliance with any applicable law.

44. Brands & Trademarks Clause/ Brands & Labels Clause (Also Loss Of Damaged Goods) - Version 3

In the event of loss or damage by a peril insured against to property bearing a brand or trademark or which in any way carries or implies the guarantee or responsibility of the manufacturer or Insured, the salvage value of such damaged property shall be determined after removal in the customary manner of all such brands or trademarks or other identifying characteristics.

The Insured shall have full right to the possession of all goods involved in any loss under this policy and shall retain control of all damaged goods. The Insured, exercising reasonable discretion, shall be the sole judge as to whether the goods involved in any loss under this policy are fit for consumption and no goods so deemed by the Insured to be unfit for consumption shall be sold or otherwise disposed of except by the Insured or with the Insider's consent but the Insured shall allow Insurers any salvage obtained on the sale or other disposition of such goods.

45. Brands And Labels

If branded or labelled Property Insured by this Policy is physically damaged and the Insurer elects to salvage that property, the Insured may remove or obliterate the brands or labels. If the Insured determines to take such action then it must re-label so as to comply with any applicable regulation. Further, if such relabelling or re-branding reduces the value of the property, then the Insured's indemnity shall be reduced by that reduction in value.

46. Breakage Of Fixed Glass And Outdoor Signs

It is hereby noted and agreed that property covered under the Policy is inclusive of glass and/or outdoor signs.

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

47. Broad Water Damage Clause

It is hereby declared and agreed that notwithstanding what is stated in the policy or any endorsements to the contrary, the insurance under this policy shall extend to include loss or damage caused by:

1. Accidental discharge, leakage, or overflow of water or steam from plumbing, septic tanks and cylinders, stand pipes for fire hose, industrial and domestic appliances, refrigerating system, air conditioning system and rain (or snow) admitted through defective roof, headers spouting or by open or defective windows, show windows, picture windows, doors, transoms, ventilators or skylights;

2. Breakage of/or leakage from street water supply, mains or fire hydrants.

PROVIDED THAT:

- a) The Insured undertakes to exercise all ordinary and reasonable precautions for the maintenance and safety of the property;
- b) All conditions of this policy shall apply (except insofar as they maybe hereby expressly varied) and that any reference therein to loss or damage by fire shall be deemed to apply to loss or damage as aforesaid.
- c) The liability of the company under this endorsement shall in no case exceed the sum insured on each item of the policy.

48. Buildings & Fit outs In Course Of Construction And Machinery In Course Of Installation

It is hereby agreed and declared that the insured will be undertaking construction of buildings, fit outs and/or erection of machinery during the course of the policy which will be covered under this policy of insurance. The Sum Insured towards such coverage of buildings & fit outs in the course of construction, and/or erection of machinery shall comprise of the following:

Amount incurred till the completion date of uncompleted buildings, fit-outs and machinery under installation at the inception of policy, and;

Annual investment on such existing buildings, fit-outs and machinery and/or new buildings, machinery and fit-outs that the insured proposes to construct and/or acquire during the currency of the policy.

The insured undertakes to declare such annual sum insured at the beginning of the policy which the insurer agrees to consider as a provisional Sum Insured towards coverage of such buildings & fit outs in the course of construction and/or erection of machinery .In event of an admissible claim under the Policy, if the Sum Insured declared at inception is lesser than the actual value that ought to have been declared, the latter shall be considered as the Sum Insured for the purpose of assessment of loss, provided the difference between the two does not exceed 15%. In case this difference exceeds 15%, the Sum Insured originally declared shall be considered for the purpose of adjustment of loss. The intention of this condition is to absorb any reasonable variations in values not anticipated at the time of declaration of values.

It is also agreed and understood that insured shall not be required to provide details of individual buildings and machinery being constructed or erected, so long as the values thereof are included in the annual sum insured declared as the Sum Insured towards this item. This clause provides seamless cover in respect of these assets irrespective of stage of construction / operation. The insured does not have to declare the status of construction & erection during the currency of policy period & property would continue to be covered irrespective of whether they are under construction / operation.

49. Capital Additions -Version 1

The insurance by this policy shall, subject to its terms and conditions extend to cover: - any newly acquired buildings, machinery and plant in so far as the same are not otherwise insured, and;

- alterations, additions and improvements to buildings, machinery and plant
- during the current period of insurance at any of the premises here by insured, provided that:
at any one situation this cover shall not exceed 5% of the total sums insured or as per limit specified in schedule on such property the Insured undertake to give particulars of any such capital additions forthwith

50. Capital Additions - Version 2

The insurance by this policy shall, subject to its terms and conditions,

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extend to cover:

- i. any newly acquired buildings, machinery and plant in so far as the same are not otherwise insured, and;
- ii. Alterations, additions and improvements to buildings, machinery and plant during the current period of insurance at any of the premises hereby insured, during the current period of insurance at any of the premises hereby insured, provided that:
 - i. at any one location this cover shall not exceed limit stated in schedule.
 - ii. the insured undertakes to give particulars of any such capital additions on a quarterly basis.

51. Catalyst And Consumable (Including Lining And Refractory) Interest In Process - Version 2

Loss of or damage to Catalyst and consumable materials including lining and refractory in the course of process is covered to a maximum limit each and every loss as stated in schedule.

This extension also covers loss and or damage of catalyst due to sudden poisoning / deactivation by a cause not excluded under the policy. Basis of indemnity - Actual Cash value (i.e. the residual value)

52. Catalyst And Consumables Interest In Process

It is hereby agreed and declared that in the event of insured perils the catalysts and consumable materials in the course of process are covered to a maximum limit as specified in the schedule each and every loss

53. Civil Authorities Clause / Public Authorities Clause

This insurance is extended to cover direct loss or damage to the described property caused by acts of destruction executed by order of any Public Authority at the time of and only during a conflagration to retard the spread thereof, provided however, that such conflagration was caused by the perils insured under this policy and subject to all other terms and conditions of this policy. This Company shall not be liable, however, for more than the amount for which it would have been liable had the loss been caused by a peril insured against under the Policy

54. Civil Authorities Clause - Version 2

Policy includes such additional cost of reinstatement of the destroyed or damaged sections of the Property caused by a contingency insured against as may be incurred solely by reason of the necessity to comply with any Regulations, Bye-laws or Statutory Provisions relating to the reinstatement of Property provided that:

- I. the amount recoverable under this extension shall not include:
 - a) the cost of complying with any such Regulations, Bye-laws, or Statutory Provisions where destruction or damage occurs prior to inception of this Policy, or is not insured by this Policy, or where notice to comply has been served upon the Insured prior to the occurrence of any destruction or damage or in respect of any undamaged sections of the Property;
 - b) any increased rates, taxes, duties, charges, levies or assessment as a result of complying with such Regulations, Bye-laws or Statutory Provisions;
- II. the work of reinstatement must be commenced within 12 months of the date of occurrence of any loss or damage unless permitted by the insurer within the said 12 months, and may be carried out wholly or partially upon another site, provided that the liability of the Insurer is not increased thereby.

55. Claim Preparation Cost - Version 1

On costs and expenses necessarily and reasonably incurred by the insured following loss or damage to the property insured.

- I. to reconstruct and recompile records (but not for the value to the insured of the insured information contained therein)
- II. to extract and compile information required by the Company from the insured's own records for the purpose of preparing a claim under the Policy but excluding legal, investigation fees/expenses incurred for the purpose of contesting any issue over the Company's Liability under the Policy.

Provided always that no amount shall be recoverable under this endorsement if subsequent to the incurrence of any expenses, the Company shall deny liability for any claim in respect of which the expenses have been incurred (with or without the consent of the Company)

56. Claim Preparation Cost - Version 2

Subject to the Exclusions, Conditions and Limitations of the Policy to which this Extension is attached, this Policy is extended to cover the necessary and reasonable costs incurred by the Insured of reasonable fees payable to the insured's accountants, architects, auditors, engineers, or other professionals 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 Underwriters resulting from insured loss payable under this Policy for which the Underwriters have accepted liability.

Coverage will not include the fees and costs of attorneys, public adjusters, and loss appraisers, 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.

The Underwriters shall not be liable under this Extension for more than the sub-limit of [response] in respect of any one Occurrence, which shall be part of and not in addition to the policy limit

57. Claim Preparation Cost (Excluding Appointment Of Experts)

On costs and expenses necessarily and reasonably incurred by the insured following loss or damage to the property insured.

- I. to reconstruct and recompile records (but not for the value to the insured of the insured information contained therein)
- II. to extract and compile information required by the Company from the insured's own records for the purpose of preparing a claim under the Policy but excluding legal, investigation fees/expenses incurred for the purpose of contesting any issue over the Company's Liability under the Policy.

Provided always that no amount shall be recoverable under this endorsement if subsequent to the incurrence of any expenses, the Company shall deny liability for any claim in respect of which the expenses have been incurred (with or without the consent of the Company)

58. Cleaning Up And Other Costs Loss

It is hereby declared and agreed that notwithstanding anything to the contrary mentioned in the policy, this policy extends to cover necessary and reasonable costs and expenses incurred by the insured following physical loss or damaged property or nearby property, all in so far as owned by the Insured or for which the Insured is responsible, adjoining land, roadways, rivers, canals or other waterways affected by an insured peril, and for the dismantling and/or demolishing, shoring up, or propping portions of the property insured destroyed or damaged and/or other expenses incurred in rendering the site suitable for immediate rebuilding or repair of the property damaged, including any expense incurred for the removal of undamaged property thereon including foundations if such



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removal should prove to be necessary in connection with the rebuilding aforesaid.

59. Co-Insurance Clause

1. It is hereby declared and agreed that insurers named hereunder severally agree and accept the following for the proportion set against its name:

- 1.1. In event of any claim being admissible by the insurer towards the liability, to pay or make good to the insured the value of the property at the time of the happening of its loss or destruction or the amount of such damage thereto as provided for under the policy and or
- 1.2. To indemnify the insured against liability at law or damage to any property or injuries to persons as provided for under the policy

2 Co-insurance Schedule:

SN Name of the Insurer Share (%)

(Lead Insurer)

(Co-insurer)

(Co-insurer)

(Co-insurer)

(Co-insurer)

3. Conditions forming part of this clause It is hereby agreed and understood that:

3.1 The Insured in exercise of his option has after having understood the implications, selected the above named lead Insurer and the named Co-insurers vide sr. Nos. of the co-Insurance schedule as in point no. 2 under the policy.

3.2 The duties of insured would devolve upon the authorized intermediary licensed by IRDA (referred to as authorised representative here after) where the insured appoints such authorized intermediary to transact on his behalf with the insurer/s.

3.3 It shall be the responsibility of the insured or his authorized representative licensed by IRDA to decide on the panel of coinsurers and their respective shares of the risk herein as set out in co-insurance share under paragraph 2 above and communicate the same to all such participating co-insurers, prior to assumption of risk

3.4 The lead Insurer shall finalise the terms and conditions applicable to the risk in the form of an underwriting slip with a unique code to be handed over to the Insured/Authorised intermediary.

3.5 It shall be the responsibility of the insured or his authorized representative to ensure that all insurers listed in the co-insurance schedule under paragraph 2 above, are fully aware of the terms and conditions of this policy and shall secure their unqualified acceptance of such terms and conditions prior to issuance of cover and inclusion of names of insurers in this co-insurance arrangement.

3.6 During the currency of the policy, if there are any material changes in risk or as changes in original terms and conditions such as variation in Sum Insured, changes in premium charged, extension of policy period, etc., the same shall be communicated by the insured or his authorised representative giving sufficient advance notice of 7 days to the leader as well as all other participating coinsurers listed in the co-insurance schedule under paragraph 2 above and procure confirmation thereon. The endorsement to this effect shall be executed by the lead insurer under advice to all other participating co-insurers.

3.7 The liability of the insurers shall in no case exceed in respect of each item of the sum expressed in the set schedule to be

insured thereon or in the all, the total sum insured hereby or sums as may be substituted thereof by endorsement.

- 3.8 In the event of any of the insurers, chosen by the Insured as per paragraph 3.1 above and listed in the co-insurance schedule, withdrawing from participation in this Policy at any time during its currency after giving due notice of 14 days, the insured shall arrange for an alternative insurer to take up the full share of risk vacated by the existing insurer. In the event of insured failing to do so, the insured shall be considered as his own insurer for such share of risk or part thereof which is not taken up by such alternative co-insurer.
- 3.9 In the event of a claim under this policy, the insured shall give notice of its occurrence to the Lead Insurer with a copy to all the insurers as listed in clause 2 above.
- 3.10 Upon receipt of such notification of claim, all claim related activities including appointment of surveyors, etc shall be done by the lead insurer who shall decide the admissibility as well as quantum of the claim and the co-insurers shall abide by the same.
- 3.12 In all other cases, where the Lead Insurer pays 100% of the assessed loss, the following co-insurer/s shall remit their share of the loss to the Lead Insurer within a maximum period of 21 days from the date on which the Lead Insurer makes the demand. Lead Insurer's declaration that the Claim and the amount thereof was in accordance with terms and conditions of the Policy issued shall be considered sufficient by the co-insurers for the purpose of remitting their share of the loss to the Lead Insurer.
- 3.13 The co-insurers forming part of this agreement shall be entitled to demand and obtain from the Lead Insurer/Intermediaries copies of all policies, endorsements or other claim related documents relevant to this co-insurance clause.

In witness, whereof, this policy has been signed by HDFC ERGO General Insurance Company (Lead Insurer) for itself and as authorized agents for other participating insurers named herein Subject otherwise to the terms, exceptions, conditions and limitations of this policy.

60. Computer Records Clause

It is hereby declared and noted that the policy provides cover against loss of data, data media and records, as well as its regeneration up to the amount as specified in the schedule subject to:

- 1) the loss of data, data media and records having been caused by a damage covered under section I
- 2) data / software back-up being kept in fireproof safe 3) The following special exclusions shall apply:
 - a. loss or damage for which the repair company or maintenance company is contractually liable.
 - b. any costs for standard adjustment, rectifying functional failures and maintenance of insured object unless necessary in connection with the repair of an insured loss
 - c. normal wear and tear of media.
 - d. erroneous programming, perforating, loading or printing.
 - e. any consequential loss or damage

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

61. Concurrency Of Wide Area Damage

Notwithstanding anything else to the contrary it is understood and agreed that concurrency wide area damage does not reduce business interruption claim below such level as flowing from the Damage at the Premises to which BI applies.

BUSINESS SURAKSHA PLUS VARIANT 2**62. Condominium Broad Coverage**

- (a) It is hereby agreed and declared and this policy shall recognize the interest of the insured acting as an Insurance Trustee with respect to loss or damage to the property covered under the policy. The right of the insured to claim benefits under this policy shall apply to the following situations:
1. Where the insured has the responsibility to maintain common areas and common facilities of condominiums sold to individual owners
 2. Where the conveyance of land and buildings has not been done in favour of the condominium society
 3. Any other situations with the express consent of the insurers in writing.
- (b) This coverage shall be without prejudice to the policies taken out by buyers of condominium unit owners and shall not be subject to contribution condition

63. Contamination And Comingling Clause

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

64. Contamination, Seepage & Pollution, Leakage & Overflowing Of Tanks, Co-Mingling Of Stocks

It is agreed that the pollution and contamination exclusion shall not apply to loss or damage to the Property Insured resulting from leakage and/or seepage and/or pollution and/or contamination and/or overflowing of tank and/or comingling of stocks, caused by fire, lighting, explosion, aircraft, or other aerial devices or articles dropped there from, earthquake, storm, flood, leakage or escape of water from any tank apparatus or pipeline or impact by any road vehicle or animal.

- a) This clause shall be extended to cover, up to the limit agreed in the Schedule, the cost incurred by the Insured caused by leakage and/or seepage and/or pollution and/or contamination and/or overflowing of tank/ comingling of stocks following an insured event in order to :
- have the insured's property examined and, if necessary, decontaminated or replaced;
 - have the contaminated property transported to the nearest suitable waste dump and to have it deposited there or destroyed;
- b) The costs incurred in accordance with point a) shall only be indemnified if the official instructions from the Local Authority -
- Are given on the basis of laws or regulations passed prior to the occurrence of insured event,
 - Concern contamination which can be proved to have occurred as a consequence of the insured event;
- c) If an existing contamination of the insured's property is increased by an insured event, only those costs shall be indemnified that exceed the amount required for removing the original contamination, irrespective of whether or when this amount would have been spent if the insured event had not occurred. The costs thus not to be indemnified shall be established by experts or loss adjusters, if required.
- d) Any costs incurred on the basis of other official instructions or other commitments of The Insured, including the so-called discharge liability, shall not be indemnified.
- e) Indemnity shall not be paid if The Insured can claim recourse under another insurance policy. Indemnity shall not be paid either if recourse can be taken from third parties.

- f) For costs according to point a) paid as a result of insured event occurring within one year of insurance, the limit of indemnity per year shall be the agreed sub-limit as per Schedule.

Limit – As per policy schedule

65. Contingent Expenses

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and this insurance shall be extended to cover at the Insured exchange rate increased Customs Duty percentage payable on the replacement supplies over and above the Customs Duty taken into account while arriving at the sum insured of the affected item.

Provided always that such additional duty is incurred in connection with any loss or damage to the insured items recoverable under the policy and provided further that the amount payable hereunder shall not exceed limit (as specified on policy schedule) in the aggregate

66. Contract Price Clause

It is hereby declared and agreed that in respect of Goods sold but not delivered for which the Insured is responsible and with regard to which under conditions of the sale, the sale contract is, by reason of an insured peril, cancelled either wholly or to the extent of the loss or damage, the liability of the Company shall be based on the Contract Price, and for the purpose of Average, the value of all goods to which this clause would be applicable shall be ascertained on the same basis. Insured is required to maintain electronic records or such other authenticated records of all such transactions which can be produced for verification on demand at any point of time and/or in substantiation of the claim. This clause is subject otherwise to the terms, exceptions and conditions of the Policy.

67. Contracting Purchaser's Interest

It is hereby agreed and declared that company will Indemnify the insured If at the time of the Damage the Insured have contracted to sell their interest in any Building insured by this Section and the purchase has not been but shall afterwards be completed, the purchasers on completion of the purchase (if and so far as the property is not otherwise insured against such Damage by them or on their behalf) shall be entitled to benefit under this Section without prejudice to the rights and liabilities of the Insured or the Insurer until completion

68. Control Of Damaged Property Clause

This Policy gives control of physically damaged property consisting of as specified in schedule as follows:

- 1) The Insured will have full rights to the possession and control of damaged property in the event of Insured physical damage to such property provided proper testing is done to show which property is physically damaged.
- 2) The Insured using reasonable judgment will decide if the physically damaged property can be reprocessed or sold.
- 3) Property so judged by the Insured to be unfit for reprocessing or selling will not be sold or disposed of except by the Insured, or with the Insured's consent.
- 4) Any salvage proceeds received will go to the:
 - a. Company at the time of loss settlement; or
 - b. Insured if received prior to loss settlement and such proceeds will reduce the amount of loss payable accordingly.

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

BUSINESS SURAKSHA PLUS VARIANT 2**69. Cooling Gas**

The Policy is extended to cover loss or damage of cooling gas and/or other operational material as a result of an insured event covered under the Policy and its extensions.

Insurer's liability under this extension is limited to Rs____, any one occurrence and in the aggregate on first loss basis which is not subject to under-insurance.

70. Cost Of Clearing Drains Clause

It is hereby declared and agreed that this Policy extends to cover any expense necessarily incurred by the Insured in the clearing of drains within the surrounding premises as a consequence of property insured by this policy being destroyed or damaged by fire or by any other perils hereby insured against, it being understood that the total liability for such clearing shall not exceed any one loss as mentioned in policy schedule.

71. Cost Of Replenishment Of Fire Fighting Equipments

The insurance by each item of this Section extends to include the cost of replenishment and restitution of fire extinguishing appliances and fire detection equipment replacing used sprinkler heads and any specific extinguishment charges levied against the Insured in whole or in part in the process of minimizing destruction or damage incurred hereby.

72. Costs Of Removal Of Debris

The Policy is extended to cover demolition, cleaning, levelling, and removal costs after loss or damage due to an insured peril including loss or damage due to such activities, limited to the sum stated in the Schedule. This sum is a "first loss" cover, which is not subject to under-insurance. In the absence of a sum, the insurers liability under this extension shall be limited to a sum of Rs_____ any one occurrence and in the aggregate

73. Costs Of Restoration Of Documents

The Policy is extended to include costs actually incurred for the restoration of various documents, manuscripts, plans, drawings, sketches, electronic data, magnetic tapes, disks, and other information storage media, books of account and business books which were damaged due to a peril covered by the Policy.

The cover provided by this extension shall not exceed the sum indicated in the Schedule. This sum is on "first loss" basis which is not subject to the condition of under-insurance. In the absence of a sum in the Schedule, the Insurers liability according to this extension shall be limited to Rs_____, on first loss basis, any one occurrence and in the aggregate.

74. Cover For Loss Or Damage Due To Strike, Riot Or Civil Commotion

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the policy or endorsed thereon, this policy shall be extended to cover loss or damage due to strike, riot and civil commotion which for the purpose of this endorsement shall mean (subject always to the special conditions hereinafter contained) loss of or damage to the property insured directly cause by

1. the act of any person taking part together with others in any disturbance of the peace (whether in connection with a strike or lock-out or not) not being an occurrence mentioned in condition 2 of the special conditions hereof,
2. the action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimizing the consequences of any such act

Provided that it is hereby further expressly agreed and declared that

1. all the terms, exclusions, provisions and conditions of the policy shall apply in all respects to the insurance granted by this extension save in so far as the same are expressly varied by the following

special conditions, and any reference to loss or damage in the wording of the policy shall be deemed to include the perils hereby insured against,

2. the following special conditions shall apply only to insurance granted by this extension, and the wording of the policy shall apply in all respects to the insurance granted by the policy as if this Endorsement had not been made thereon

Special Conditions:

1. This insurance shall not cover
 - a) loss or damage resulting from total or partial cessation of work or the retarding, interruption or cessation of any process or operation,
 - b) loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority,
 - c) loss or damage occasioned by permanent or temporary dispossession of any building resulting from the unlawful occupation by any person of such building.
 - d) consequential loss or liability of any such kind or description, any payments over and above the indemnity for the material damage as provided herein, provided nevertheless that the insurers are not relieved under b) or c) above of any liability to the insured in respect of physical damage to the property insured occurring before dispossession or during temporary dispossession.
2. This insurance shall not cover any loss or damage occasioned by or through or in consequence, directly or indirectly, or any of the following occurrences, namely:
 - a. War, Invasion, Act of foreign enemy, hostilities or war like operations (whether war be declared or not), civil war,
 - b. Mutiny, civil commutation assuming the proportion of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power,
 - c. Any act of any person acting on behalf of or in connection with any organization with activities direct toward the overthrow by force of the government de jure or de facto or to the influencing of it by terrorism or violence.In any action suit or other proceedings, where the insurers allege that the reason of the provisions 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.
3. This insurance may at any time be terminated by the insurance on notice to that effect been given by registered post at the insured's last known address, in which case the insurers shall be liable to repay a rateable proportion of the premium for the unexpired term from the date of termination.
4. The limit of indemnity any one occurrence as stated below shall be understood to limit the indemnity for all loss or damage covered by these endorsement during a consecutive period of 168 hours be the aggregate liability of the insurers during the period of cover of this policy shall limited by twice the limit of indemnity any one occurrence.
Limit of Indemnity-Any one occurrence
Deductible- Any one occurrence

75. Crane Hiring Charges

It is understood and agreed that this Policy includes crane hiring expenses for necessarily incurred by the Insured as part of loss minimisation and 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 minimization and charges

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raised by any local authority for the purpose of protecting the premises shall be recoverable.

Limit: As specified on policy schedule

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

76. Customers & Suppliers Extension-Version 1 –**Extension To Cover Customers 'Premises**

It is hereby agreed and declared that, subject to the conditions of the Policy, loss as insured by item(s) Nos. of this policy, resulting from interruption of or interference with the business in consequence of damage (as within defined) to property due to Fire, Lightening, Explosion, Aircraft Damage (FLEXA) and Act Of God (AOG) perils at the undernoted situations, shall be deemed to be loss resulting from damage to property used by the Insured at the premises. For the purposes of this Extension the term "customers" means those companies, organisations or individuals as named hereunder with whom at the time of the damage, The Insured has direct contracts or trading relationships for supply of goods or services.

Provided that the liability under this memorandum in respect of any location shall not exceed the limits as specified in the schedule.

Further Provided that if the percentage, shown against the name of the customer in whose premises damage has occurred, shall be less than the percentage of the Annual Turnover derived by the Insured from that customer, the amount otherwise payable will be proportionately reduced.

Provided Again that the liability under this memorandum in respect of any one location under shall not exceed the limits as specified in the schedule.

Extension To Cover Suppliers 'Premises

It is hereby agreed and declared that subject to the conditions of the policy, loss as insured by the item(s) number(s) of this policy, resulting from interruption of/or interference with the business in consequence of damage (as within defined) to property due Fire, Lightening, Explosion, Aircraft Damage (FLEXA) and Act Of God (AOG) perils at the under noted situation shall be deemed to be loss resulting from damage to property used by the insured at the premises.

Provided that the liability under this memorandum in respect of any one location shall not exceed in respect of (each of) item(s) number(s) percent as specified in the schedule of the sum insured there under

Where the extension relates to more than one supplier with differing limits, the proviso and "Situations" should be amended to read as follows:

Provided that the liability under this memorandum in respect of any one location under shall not exceed the limits as specified in the schedule.

The terms "suppliers" shall mean those companies, organizations or individuals as named hereunder with whom at the time of the damage, The Insured has direct contracts or trading relationships for purchase of goods or services.

Further provided that if the percentage shown against the name of the supplier in whose premises damage has occurred shall be less than the percentage of dependence of the insured on that supplier, the amount otherwise payable shall be proportionately reduced.

77. Customers, Suppliers And Utilities Extension - Version 2**3.1 Extension To Cover Customers 'Premises**

In consideration of the payment of the aforementioned additional premium shown in the policy/the Endorsement, it is hereby agreed and declared that, subject to the conditions of the Policy, loss as insured by item(s) Nos. of this policy, resulting from interruption of or interference with the business in consequence of damage (as within defined) to property due to Fire, Lightening, Explosion, Aircraft Damage (FLEXA) and Act Of God (AOG) perils at the undernoted situations, shall be deemed to be loss resulting from damage to property used by the Insured at the premises. For the purposes of this Extension the term "customers" means those companies, organisations or individuals as named hereunder with whom at

the time of the damage, The Insured has direct contracts or trading relationships for supply of goods or services.

Provided that the liability under this memorandum in respect of any location shall not exceed the limits as specified in the schedule.

Further Provided that if the percentage, shown against the name of the customer in whose premises damage has occurred, shall be less than the percentage of the Annual Turnover derived by the Insured from that customer, the amount otherwise payable will be proportionately reduced.

Provided Again that the liability under this memorandum in respect of any one location under shall not exceed the limits as specified in the schedule.

3.2 Extension To Cover Suppliers 'Premises

In consideration of the payment of (the aforementioned additional premium) (an additional premium which included in the premium hereon) it is hereby agreed and declared that subject to the conditions of the policy, loss as insured by the item(s) number(s) of this policy, resulting from interruption of/or interference with the business in consequence of damage (as within defined) to property due Fire, Lightening, Explosion, Aircraft Damage (FLEXA) and Act Of God (AOG) perils at the under noted situation shall be deemed to be loss resulting from damage to property used by the insured at the premises.

Provided that the liability under this memorandum in respect of any one location shall not exceed in respect of (each of) item(s) number(s) percent as specified in the schedule of the sum insured there under

Where the extension relates to more than one supplier with differing limits, the proviso and "Situations" should be amended to read as follows:

Provided that the liability under this memorandum in respect of any one location under shall not exceed the limits as specified in the schedule.

The terms "suppliers" shall mean those companies, organizations or individuals as named hereunder with whom at the time of the damage, The Insured has direct contracts or trading relationships for purchase of goods or services.

Further provided that if the percentage shown against the name of the supplier in whose premises damage has occurred shall be less than the percentage of dependence of the insured on that supplier, the amount otherwise payable shall be proportionately reduced.

3.3 Power And Utilities Extension – Electricity Station Gas Works And Water Works

In consideration of the payment of an additional premium amounting to Rupees as mentioned in the schedule it is hereby agreed and declared that loss as insured by + (item No's as mentioned in the schedule of) this policy resulting from interruption of or interference with the business carried on by the insured at the premises described within in consequence of failure of electric supply at the terminal ends of the electricity service feeders*/Gas Works*/Water Works* from which the insured obtain electric Supply*/Gas*/Water* at the said premises directly due to Damage (as within defined) to property at an Electricity Station or Substation of Public Electricity Supply Undertaking*/Gas Works*/Water Works* (excluding Jack wells) from which the insured obtain electricity supply*/Gas*/Water* shall be deemed to be loss resulting from damage to property used by the insured at the premises

+ Delete if inapplicable

* Omit as may be necessary

Provided, however, that the Company shall not be liable for any loss occasioned by the deliberate act of the Government, Municipal or Local Authority or Supply Authority not performed for the sole purpose of safeguarding life or protecting any part of the supply undertaking's system or by the exercise by any such Authority of its power to withhold or restrict or ration supply not necessitated

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solely by Damage to the supply undertaking's generating or supply equipment by an insured peril. For the purpose of the above extension, the 'Indemnity Period' in respect of each damage or of a series of damages consequent on or attributable to one source or original cause shall be as follows:

"The period beginning with the occurrence of damage and ending not later than 60 days thereafter during which the result of the business shall be affected in consequence of the damage."

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

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

In any action, suit or other proceeding, where the Company alleges that by reason of the provisions of this Condition any loss or damage is not covered by this insurance, the burden of proving that this loss or damage is covered shall be upon the insured.

78. Customers Goods/Consigned Goods And Care/ Custody & Control Clause

The Insurer shall indemnify the Insured, in respect of property of others in the care, custody or control of the Insured, at the amount for which the Insured may be liable but not exceeding the replacement cost (without deduction for depreciation) with materials of like kind and quality plus cost of labour and materials expended by the Insured in performing work thereon including freight, insurance, taxes overhead, fees and profits upto 10% of sum insured or as per limit mentioned in policy schedule per event and in aggregate.

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

79. Cutting Clause

Warranted that the damaged portion should be cut off and the balance utilized.

80. Damage To Leased Buildings And Equipment

Leased Building and Equipments which are in the care and custody and where the Insured have an insurable interest are covered against the perils covered under the policy up the limit stated in the schedule. Subject otherwise to policy terms and conditions. Limit-as mentioned in policy schedule

81. Damage To Underground Services

Notwithstanding anything to the contrary in this policy or in any of its conditions, it is hereby agreed and declared that following the operation of Insured Peril resulting in an admissible loss or damage to Insured Property, this policy is extended to include loss or damage to the Insured's underground water, drainage, sewerage, gas, electricity or telephone pipe or cable extending from the Premises to the last leg of supply chain for which the Insured is responsible.

82. Damage To Underground Utilities

Notwithstanding anything to the contrary in this policy or in any of its conditions, it is hereby agreed and declared that following the operation of Insured Peril resulting in an admissible loss or damage to Insured Property, this policy is extended to include loss or damage to the Insured's underground water, drainage, sewerage, gas, electricity or telephone pipe or cable located within premises only and to the extent included in sum insured

83. De Contamination And Cost Of Clean Up - Version 2

If insured property is contaminated as a direct result of insured physical

damage and there is in force at the time of the loss any law or ordinance regulating contamination due to the actual not suspected presence of contaminant(s), then this Policy covers, as a direct result of enforcement of such law or ordinance, the increased cost of decontamination and/or removal of such contaminated insured property in a manner to satisfy such law or ordinance. This Additional Coverage applies only to that part of insured property so contaminated due to the actual not suspected presence of contaminant(s) as a direct result of insured physical damage.

The Company is not liable for the costs required for removing contaminated uninsured property or the contaminant therein or thereon, whether or not the contamination results from an insured event.

84. De Contamination And Cost Of Clean Up - Version 1

The Insurer shall indemnify the Insured up to the limit of indemnity as specified in the schedule, in respect of the cost of decontamination and/or cleanup cost of insured property contaminated including but not limited to presence of pollution or hazardous materials in compliance with the regulatory requirement/s as a result of physical damage to the insured property due to insured perils. This coverage is applicable to only that part of insured property contaminated as a direct result of insured physical damage.

Company is not liable for the costs involved in removal of neither contaminated uninsured property nor the contaminant therein, whether or not the contaminant results from an insured event.

85. De Limited Defective Conditions Exclusion

This policy excludes loss of or damage to and the cost necessary to replace, repair or rectify

- a. Property Insured which is in a defective condition due to a defect in design, plan, specification, materials, or workmanship of such Property Insured or any part thereof
 - b. Property Insured lost or damaged to enable the replacement, repair or rectification of Property Insured excluded by (a) above
- Exclusion (a) above shall not apply to other Property Insured which is free of the defective condition but is damaged in consequence thereof.

For the purpose of the Policy and not merely this Exclusion, the Property Insured shall not be regarded as lost or damaged solely by virtue of the existence of any defect in design, plan, specification, materials, or workmanship in the Property Insured or any part thereof

86. Declaration Clause

In consideration of the premium by this Policy being provisional in that it is subject to adjustment on expiry of each Period of Insurance.

"The Insured agrees to declare to the Company in writing the value of his stocks (other than retail) less any amount insured by policies other than declaration policies, in each separate building or non-communicating compartment or in the open on the following basis namely 1] average of the values at risk on each day of the month or 2] the highest value at risk during the month and to make such declaration(s) latest by the last day of the succeeding month. Such declaration(s) shall be signed by the Insured or by a responsible person authorised to sign on his behalf.

If other policies on declaration basis cover the stocks hereby insured, the declarations shall be made so as to apportion to each policy a share of the value of the stocks insured under such declaration policies, PRO RATA to the respective amounts named in the policies.

In the event of a declaration not being made latest by the last day of the succeeding month , then the Insured shall be deemed to have declared the Sum Insured hereby as the value at risk.

On the expiry of each Period of Insurance the premium shall be calculated at the rate stated in the Schedule on the average Sum Insured namely, the total of the values declared or deemed to have been declared divided by

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the number of declarations deemed to have been made.

If the resultant premium is less than the provisional premium, the difference shall be repaid to the Insured but such repayment shall not exceed 50% of the provisional premium.

Further it is hereby agreed and understood that no reduction in sum insured shall be allowed during the currency of the Policy

1. The basis of value for declarations shall be the market value and any loss hereunder shall be settled on the basis of the market value immediately anterior to the loss.
2. If at the time of any loss, there be any subsisting insurance or insurances on other than a declaration basis, whether effected by the Insured or by any other person or persons, covering the stocks hereby insured, this Policy shall apply only to the excess of the value of such stocks at the time of the loss over the Sum Insured by such other insurance or insurances, and this Company shall not be liable to pay or contribute more than that proportion of such loss which such excess (or, if there be other declaration insurances covering the same stocks, a rateable proportion of such excess) but not exceeding the Sum Insured hereby, bears to the total value of the stocks.
3. If after the occurrence of a loss it is found that the amount of the last declaration previous to the loss is less than the amount that ought to have been declared, then the amount which would have been recoverable by the Insured shall be reduced in such proportion as the amount of the said last declaration bears to the amount that ought to have been declared.
4. Notwithstanding the occurrence of loss it is understood that the Sum Insured will be maintained at all times during the currency of the Policy and the Insured therefore undertakes to pay extra premium on the amount of any loss pro rata from the date of such loss to the expiry of the Period of Insurance, the premium being calculated at the rate applicable to the stocks destroyed and such extra premium shall not be taken into account in, and shall be distinct from, the final adjustment of premium.
5. In event of this Policy being cancelled by the Insured during its currency (whether stocks exist or not) the premium to be retained by the Company shall be the appropriate short period premium calculated on the average amount insured upto the date of cancellation, or 50% of the provisional premium whichever is greater. Notwithstanding the above, if the Policy is cancelled by the Insured after a loss has occurred, the premium to be retained by the Company shall be the PRO RATA proportion of the premium calculated on the average amount insured upto the date of cancellation plus the PRO RATA proportion of the premium from the date of loss to the expiry of the Period of Insurance on the amount of loss paid, or 50% of the provisional premium whichever is greater.
6. The maximum liability of the Company shall not exceed the Sum Insured hereby and premium shall not be receivable on value in excess thereof. The Sum Insured may, however, be increased by prior agreement with the Company in which event the new Sum Insured and the date from which it is effective will be recorded on the policy by endorsement. In the event of an increase in the Sum Insured being agreed to, the Company shall charge on such increased sum an additional provisional premium on a basis proportionate to the unexpired period of the policy and upon expiry of each Period of Insurance the total provisional premium so paid shall be adjusted as provided for in Clause 1 above. If during the currency of the Policy, the rate for the class of risk to which the insurance applies is revised, and an increase in the Sum Insured under a Declaration Policy is agreed to, the Company shall charge on such increased sum an additional provisional premium on a basis proportionate to the unexpired period of Policy, at the rate at which the insurance was originally effected and upon expiry of each Period of Insurance the total provisional premium so paid shall be adjusted as provided for in Clause 1 above.
7. If the stocks hereby insured shall at the time of loss be collectively

of greater value than the Sum Insured thereon, then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable proportion of the loss accordingly. Every item, if more than one, on stock shall be separately subject to this Condition.

8. It is warranted that every other policy on a declaration basis covering the stocks insured hereby shall be identical in wording with this Policy.
9. This insurance is subject in all respects to the printed Conditions of the Policy except in so far As they may be varied by the above Conditions.

87. Decontamination Expense Clause Version – 3

Subject to the Exclusions, Conditions and Limitations of the Policy to which this Extension is attached. if insured property is contaminated as a direct result of physical loss or damage by a peril insured against under this Policy and there is in force at the time of such physical loss or damage any law or ordinance regulating contamination, including but not limited to the presence of pollution or hazardous material, then this Policy is extended to cover, as a direct result of enforcement of such law or ordinance, the increased cost of decontamination and/or removal of such contaminated insured property in a manner to satisfy such law or ordinance. This additional coverage applies only to that part of insured property so contaminated as a direct result of insured physical loss or damage.

The Underwriters shall not be liable for the cost required for removing the contaminated uninsured property nor the contaminant, therein or thereon, whether or not the contamination results from an insured peril.

The Underwriters shall not be liable under this Extension for more than the sub-limit of {response} in respect of any one Occurrence, which shall be part of and not in addition to the policy limit.

88. Deductible Clause

MD Deductible Clause:

- 1) Locations and connected utilities having Sum Insured upto limit specified in policy schedule: Deductible as stated in policy schedule (% of claim amount subject to minimum of)
(instead of existing "Policies having Sum Insured Rs. per location)
- 2) The claim becoming payable for add-on covers opted shall also be subjected to this Deductible, unless the clause mentions a separate deductible, in which case the highest deductible shall apply.

89. Deferred Payment Clause -Version 1

It is hereby agreed and declared that insurer will cover loss or physical damage to personal property of the type insured sold by insured under conditional sale or trust agreement or installment or deferred payments scheme to the buyer, indemnity is limited to the unpaid balance payment after the buyer stops payments subject to limit of indemnity as specified in the schedule.

Following such event the insured is expected to use all reasonable efforts including legal action if required to collect collection due or regain possession of property. Coverage is not applicable to product recall or any loss related to advertising of such recall by insured.

90. Deferred Payment Clause - Version 2

This Policy covers insured physical loss or damage to personal property of the type insured sold by the Insured under a conditional sale or trust agreement or any installment or deferred payment plan and after such property has been delivered to the buyer. Coverage is limited to the unpaid balance for such property.

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In the event of loss to property sold under deferred payment plans, the Insured will use all reasonable efforts, including legal action, if necessary, to effect collection of outstanding amounts due or to regain possession of the property.

There is no liability under this Policy for loss:

- 1) Pertaining to products recalled including, but not limited to, the costs to recall, test or to advertise such recall by the Insured.
- 2) From theft or conversion by the buyer of the property after the buyer has taken possession of such property.
- 3) To the extent the buyer continues payments.
- 4) Not within the TERRITORY of this Policy.

INSTALLMENT OR DEFERRED PAYMENTS Valuation: On property covered under this Additional Coverage the loss amount will not exceed the lesser of the following:

- 1) Total amount of unpaid installments less finance charges.
- 2) Actual cash value of the property at the time of loss.
- 3) Cost to repair or replace with material of like size, kind and quality.

91. Defrayed Customer Charges

To provide cover towards any expenses or extra charges that the insured may incur due to the inability to finish projects on time as a result of a loss not excluded under the policy. The indemnity provided is purely towards expenses incurred as a consequence of action of such insured peril and not due to any other reason.

92. Delay In Opening Clause ((Applicable For Assets Which Were Covered For The Transit Portion Under Marine Policies With Hdfc Ergo General Insurance Company Limited)

Warranted cover for delay in opening of consignment for 30 days from the date of delivery to consignee's warehouse for shortages/damages from Sound Packages.

93. Delay In Repair Clause

Subject to the terms, provisions, conditions and exclusions contained in the policy, the Insurer shall, within the maximum indemnity period, be liable for a period not exceeding four weeks for any loss of interest insured resulting from a delay in repair or replacement of lost or damaged property insured of foreign make, where such delay results from import or export restrictions, custom regulations, currency restrictions or any other regulations imposed by any government or public authority.

94. Delayed Indemnity Clause

In the event of an interruption to the business insured arising out of peril not excluded hereunder which commences and/or recommence at a date later than that of the loss or damage to the property insured hereunder which gives arise to such business interruption, insurers shall agree to extend the period during which indemnity is provided by this policy. Provided always the insurers shall not be liable for more than the indemnity limits as stated in the schedule nor the maximum number of days interrupted as stated in the schedule.

Under no circumstance shall insurers be liable for any loss under this policy if such interruption to the business insured commences later than 12 months after the date of the loss or damage to the property insured hereunder and which shall occur after the conclusion of the period commencing on the date of damage and ending not later than the date of conclusion of the maximum indemnity period plus waiting period and 12 months thereafter.

95. Deliberate Damage

Subject to the terms and conditions of this Policy of Insurance, this

insurance covers accidental physical loss of

or to the Property Insured and / or other expenses incurred by The Insured, directly caused by any act or order of any governmental authority acting under the powers vested in them as a result of peril insured hereunder resulting directly from damage to the Property Insured for which The Insurer is liable under this Policy of Insurance, provided such act of governmental authority, has not resulted from want of due diligence by The Insured, to prevent or mitigate such hazard or threat.

96. Departmental Clause- Version 1

If the business be conducted in departments, the independent trading results of which are ascertainable, the provision of Clauses (a) and (b) of Item 1 shall apply separately to each department affected by the damage except that if the Sum Insured by the said item be less than the aggregate of the sum produced by applying the rate of gross profit for each department of the business (whether affected by the damage or not) to the relative Annual Turnover thereof, the amount payable shall be proportionately reduced.

97. Departmental Clause - Version 2

If the business of the Insured is conducted in separate departments the results of which are independent and can be clearly isolated, the Insured shall be entitled to require calculation of separate gross profit and wages rates for each department, which was effected by the insured event. The aforementioned does not derogate the under insurance clause of this Policy.

98. Designation Of Property Clause

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

99. Destruction Costs Cover

This Policy covers the reasonable and necessary costs incurred in the event of total or partial loss of or damage or destruction to the physically undamaged portion of such Insured property to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of buildings or structures at an Insured Location. Subject otherwise to policy terms and conditions.

The Company's maximum limit of liability for this Coverage : as mentioned in policy schedule.

100. Destruction Of Insured Property

In the event of total or partial loss of or damage or destruction to the property hereunder, the destruction of sound insured property necessary replacement and reinstatement of damaged insured property is covered.

101. Destruction Of Salvage

The Insurer will pay a total loss under this Insurance on any of the Property Insured which is damaged by any peril insured against and which the Insured elects in consultation with the Insurer to destroy, but in the event of the Insured electing to recondition damaged property, the Insurer is to be entitled to such salvage as may be obtainable.

102. Deterioration Of Stocks In Cold Storage Premises Due To Accidental Power Failure Consequent To Damage At The Premises Of Power Station Due To An Insured Peril

It is hereby agreed and declared that notwithstanding anything to the contrary in the policy or in any of its conditions, this policy covers

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destruction of or damage to the property hereby insured caused by change of temperature in consequence of failure of electric supply at the terminal ends of electric service feeders from which the Insured obtains electric supply directly due to damage caused by any peril insured against under this policy to property at insured premises or any Electric Station or Sub-Station of Public Electric Supply undertaking from which the Insured obtains electric supply.

Provided that the Company shall not be liable for any loss occasioned by the deliberate act of the Government, municipal or Local authority or Supply Authority not performed for the sole purpose of safeguarding life or protecting any part of the supply undertaking's systems or by the exercise by any such authority of its power to withhold or restrict or ration supply not necessitated solely by damage to the Supply Undertaking's generating or supply equipment by an insured peril.

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

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

In any action, suit or other proceedings where the company alleges that by reason of the provisions of this condition any loss or damage is not covered by this insurance, the burden of proving that this loss or damage is covered shall be upon the Insured.

103. Deterioration Of Stocks In Cold Storage Premises Due To Change In Temperature Arising Out Of Loss Or Damage To The Cold Storage Machinery (Ies) In The Insured'S Premises Due To Operation Of Insured Peril.

It is hereby agreed and declared that notwithstanding anything to the contrary in this policy or in any of its conditions this policy covers destruction of or damage to the property hereby insured caused by change of temperature in consequence of failure of electric supply following damage to Insured's property due to insured peril(s).

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

Subject otherwise to the terms, extensions, conditions and limitations of this Policy"

In any action, suit or other proceedings where the company alleges that by reason of the provisions of this condition any loss or damage is not covered by this insurance, the burden of proving that this loss or damage is covered shall be upon the Insured.

104. Dewatering And Removal Of Slush/Foreign Objects - Version 1

It is further agreed that this Policy includes the cost and expenses of dewatering and removal of slush/ foreign objects after loss, destruction or damage by a contingency insured hereunder provided that:

Such costs are not recoverable under any other policy of insurance, no liability is assumed for the expense of removal of which is solely required by any government law or public ordinance.

PROVIDED that this policy does not insure against the costs of decontamination or removal of water, soil or any other substance on or under the premises insured hereunder.

It is a condition precedent to recovery under this extension that the Insurer shall have paid or agreed to pay for direct loss or damage to the property insured hereunder unless such payment is precluded solely by the operation of any deductible and that the Insured shall give notice to the Insurers of intent to claim for cost of removal of debris or cost of clean up NOT LATER THAN 12 MONTHS AFTER THE DATE OF SUCH PHYSICAL LOSS OR DAMAGE.

Limit: As mentioned in policy schedule

105. Dewatering And Removal Of Slush/Foreign Objects - Version 2

It is agreed and understood that otherwise subject to the terms, exclusions,

provisions and conditions contained in the Policy or endorsed thereon the Insurer shall indemnify the insured the expenses incurred towards dewatering & Slush removal from the insured premises which are inundated partially or fully by water by indemnifiable loss insurable event.

106. Dewatering Expenses

It is hereby declared and agreed that the Policy covers costs and expenses necessarily and reasonably incurred for dewatering, including shafts and underground structures, following an event which is not specifically excluded in the policy.

107. Disposal Of Salvage

The Insurer agrees not to sell or otherwise dispose of any property which is subject of a claim hereunder without the written consent of the Insured provided that:-

- the Insured can establish to the satisfaction of the Insurer that to have done so would have been prejudicial to their interests in which event the Insured agrees to allow the Insurer to deduct from the amount of the claim an amount equivalent to the intrinsic value of any such property to the Insured;
- if (a) is unsatisfactory, the Insurer agrees to give the Insured first option to repurchase such property at its fair intrinsic value.

108. Dissimilar Property

If the Insured elects to reinstate or replace destroyed property with dissimilar property whether or not to be used for a similar purpose as the destroyed property, the Insurer shall pay the lesser of :-

- the cost of the dissimilar property, or
- an amount equal to the replacement cost which would have been payable if replaced with similar property.

109. Electrical Clause/ Electrical Installation Clause

Loss or damage by fire to the electrical appliance and installation insured by this Policy arising from or occasioned by overrunning, excessive pressure, short circuit, arcing, self-heating or leakage of electricity, from whatever cause (lightning included) is covered subject to the terms and conditions of this Policy, but it is expressly understood that no liability exists under this Policy for loss or damage to any electrical machine, apparatus, fixture or fittings or to any portion of the electrical installation, unless caused by fire or lightning

110. Employee Personal Property Cover

It is hereby agreed and declared that, notwithstanding anything to the contrary in this policy or in any of its conditions, the policy extends to cover the loss and/or damage of employee's personal property at the insured premises for which insured is responsible provided that the insurer would not be responsible to pay more than what limit per employee per event set by the insured. Loss not payable if the damaged property is specifically insured in some other policy.

111. Errors And Omissions - Version 3

Coverage under this Policy shall not be prejudiced by any unintentional and/or inadvertent:

- error or omission; and/or
- incorrect description ; and/or
- failure to report as required; and/or failure of Notification as required; and/or
- error in the name or title of the Insured provided that the Insured shall correct such error. omission, incorrect description or failure to

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report as required as soon as reasonably practicable after the discovery thereof by the Insured.

112. Errors And Omissions/Non Invalidation - Version 1

It is hereby understood and agreed that the coverage afforded by this Policy shall not be invalidated or affected by any unintentional errors omissions or improper description in the Policy provided that the error omission and/or corrected description is reported as soon as practicable after discovery.

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

113. Errors And Omissions/Non Invalidation - Version 2

If there is any inadvertent error and/or omission in the name of the Insured and/or in the title or description by location or value of the property Insured hereunder or in the information upon which this insurance or its renewal is based, this shall not void or impair this insurance provided the Insured shall advise the Insurer immediately upon discovery of any such discrepancy.

114. Escalation Clause

It is hereby agreed and declared that he Sum(s) Insured thereby shall, during the period of insurance, be increased each day by an amount representing 1/365th of the specified percentage increased 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. The sum to be insured under each item above, but the absence of such instructions the Sums Insured by the above items shall be those stated on the policy (as amended by the any endorsement effective prior to the aforesaid renewal date) to which shall be added the increases which have accrued under this Clause during the period of insurance upto that renewal date, and
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.

115. Exclusion For Normal Action Of Sea

This endorsement forms part of policy and is subject otherwise to the terms, provisions, conditions and exclusions contained in the policy of insurance of Endorsed thereon.

1. Exclusion
 - 1.1 The insurer shall not indemnify the insured for loss or damage resulting from normal action of the sea.
2. Definition
 - 2.1 Normal action of the sea means the state of the sea which manifests itself up to No.8 on the Beaufort scale.

116. Exclusion Of Loss Of Stabilising Fluid

Notwithstanding the conditions, provisions and other endorsements of the policy, it is agreed and understood that the Insurers shall not be liable to indemnify the Insured in respect of loss of bentonite or other stabilising fluid even if the quantity of losses originally expected is exceeded.

117. Exhibition & Demonstration Clause

It is hereby agreed and declared that the coverage under this policy is

extended to include property whilst located at other premises for the purpose of exhibition and/or demonstration purpose for a period not exceeding _____ days.

The Insured hereby undertakes to provide to the Insurer a list of such premises where property is likely to be moved for the purpose of exhibition and/or demonstration.

The limit of indemnity as mentioned in policy schedule

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

118. Expediting And Preservation Expenses

The Insurer shall indemnify the Insured up to the limit of indemnity specified in the Schedule in respect

of reasonable and necessary extra costs to pay for:

- (a) Overtime, night-work, work on public holidays, express freight (except airfreight) incurred to rectify loss of or damage to Property Insured;
- (b) The temporary repair of Property Insured to expedite the permanent repair or replacement of damaged property;
- (c) The temporary removal of Property Insured for cleaning, renovation or repair; and
- (d) The temporary protection or preservation of Property Insured provided that such actions are necessary to prevent immediately impending physical loss or damage to Property Insured caused by a peril insured under this Policy.

119. Expediting Costs Clause

The Insurer shall indemnify the Insured up to the limit of indemnity as specified in the schedule, in respect of reasonable extra costs for overtime, night-work, work on public holidays, express freight (except airfreight) incurred to rectify loss of or damage to property Insured.

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

120. Expediting Expenses Including Air Freight

In the event of loss hereunder the Insurer shall also pay, in addition to the indemnity otherwise provided, the reasonable extra cost of safeguarding, preserving, temporary repair and of expediting the repair of such damaged Property, including overtime and extra cost of express and other rapid means of transportation.

Limit as specified in the schedule, each and every loss.

121. Expense For Loss Minimization -Version 1

It is understood and agreed that this Policy includes expenses for loss minimization 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 minimization and charges raised by any local authority for the provision of fire fighting appliances called upon for the purpose of protecting the premises shall be recoverable.

In case of actual or imminent loss or damage it shall be lawful and necessary for the Insured, their factors, Servants or assigns to sue, labour and travel for, in or about the Defence, safeguard and recovery of the property Insured hereunder, or any part thereof, without prejudice to this insurance, nor shall the acts of the Insured or the Insurer in recovering, saving and preserving the property Insured in case of loss or damage be considered a waiver or an acceptance of abandonment.

Coverage also includes the cost of replenishment of fire fighting appliances or damage to fire fighting materials.

Limit: Upto 10% of claim amount per event subject to company's overall liability not to exceed policy sum insured.

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

122. Expense To Minimize A Loss / Loss Minimization Expenses-Version 2

It is understood and agreed that this Policy includes expenses for loss minimization 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 minimization and charges raised by any local authority for the provision of fire fighting appliances called upon for the purpose of protecting the premises shall be recoverable.

In case of actual or imminent loss or damage it shall be lawful and necessary for the Insured, their factors, Servants or assigns to sue, labour and travel for, in or about the Defence, safeguard and recovery of the property Insured hereunder, or any part thereof, without prejudice to this insurance, nor shall the acts of the Insured or the Insurer in recovering, saving and preserving the property Insured in case of loss or damage be considered a waiver or an acceptance of abandonment.

Coverage also includes the cost of replenishment of fire fighting appliances or damage to fire fighting materials.

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

123. Expenses For Architects Fees And Others

The Policy is extended to include expenses in respect of planning, measuring, supervision by architects, engineers, advisors and other experts and also expenses emanating from Municipal by-laws or other regulations, building codes, etc. for the purposes of reinstating a loss or damage due to an insured event limited up to the sum stated in the Schedule. This sum is a "first loss" which is not subject to underinsurance conditions. In the absence of a sum in the Schedule, the insurers liability in terms of this extension shall be limited to a sum of Rs_____, or ____% of the insurance compensation, the lower of the two, any one occurrence and in the aggregate.

124. Expenses For Loss Minimization / Loss Prevention - Version 4

This Policy includes expenses for loss minimization necessarily incurred by the insured to prevent any aggravation of an insured loss following a loss or damage to the subject matter insured, due to a cause not excluded, at insured's Premises, specified in the Schedule, including moving I shifting of property if this contributed to loss minimization, subject to a limit of Rs. each and every loss

Flaring of feedstock in process per se is not covered but following an indemnifiable cause as a loss prevention measure is insured under the policy.

125. Expenses For Preparation Of A Claim

Only if it was noted in the Schedule and in consideration of additional premium, the Policy shall be extended to cover expenses required and actually paid for the purposes of calculating the damage and for the preparation of a claim in respect of a loss covered under the Policy up to the amount noted in the Schedule. This cover is on first loss basis which is not subject to an underinsurance calculation.

126. Expiration Clause

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

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

127. Exploratory Costs

The reasonable cost incurred during the period of insurance, to detect the point of bursting, leaking, discharging or overflowing of fixed apparatus, fixed tanks, fixed appliances, fixed pipes or other systems, used to hold or carry liquid or gas at the premises provided that the bursting, leaking, discharging or overflowing has caused or may reasonably be expected to cause damage to property. We will not cover the repair or replacement of such apparatus, appliances, tanks, pipes or other systems, unless damaged by a peril or event insured under this cover section. Limits as specified on policy schedule.

128. Export Tax Benefit(Applicable To Business Interruption)

It is hereby agreed and understood, subject otherwise to the terms, conditions and exclusions of the Policy and endorsed hereon, that the insurance by this Policy extends to include the loss of tax benefits, derived solely from the export of any product which is manufactured, stored or contained at the premises of the Insured following upon loss as insured which results in the interruption of or interference with the business. Provided that such benefits are directly attributed to export tax benefits and which may be adjusted by any Tax allowance or Tax concession which was provided for by Statute or any other recognized authority to which the Insured could have had benefit after the date of loss but because of the loss the Insured could not benefit from such allowance or concession.

If during the period of time from the date of loss to the expiry of the Indemnity Period any Statute or concession was passed or allowed for which the Insured could have but did not benefit as a result of the loss; then such amount of loss shall be considered as loss in terms of the provisions of this clause. The sum insured in terms of the provisions of this clause shall be independently determined and shall be a 'first loss' amount and shall be the maximum amount payable in the event of loss as insured.

The indemnity in terms of the provisions of this clause is not subject to condition of average.

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

129. Extended Expiration Version

If this policy should expire or be cancelled while an Occurrence giving rise to a loss recoverable under this policy is in progress, it is understood and agreed that the said loss, subject to all other terms and conditions and the limits of Underwriters liability under this Insurance, will be covered under this policy as if the entire loss had occurred prior to the expiration or cancellation.

130. Extra Expense

Measurement of Loss:

The recoverable EXTRA EXPENSE loss will be the reasonable and necessary extra costs incurred by the Insured of the following

during the ____ month (maximum period of liability as specified in policy schedule):

1. extra expenses to temporarily continue as nearly normal as practicable the conduct of the Insured's business; and
2. extra costs of temporarily using property or facilities of the Insured or others
3. less any value remaining at the end of the period of liability for property obtained in connection with the above.

EXTRA EXPENSE Exclusions: As respects EXTRA EXPENSE, the following additional exclusions apply:

This Policy does not insure:

- 1) any loss of income.
- 2) costs that usually would have been incurred in conducting the

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- business during the same period had no physical loss or damage happened.
- 3) costs of permanent repair or replacement of property that has been damaged or destroyed..
 - 4) any expense payable elsewhere in this Policy

131. Fees, Contributions And Imposts

This Policy extends to insure any fee, contribution or other impost payable to any Government, Local Government or other Statutory Authority following Damage, where payment of such fee, contribution or impost is a condition precedent to the obtaining of consent to reinstate any building(s) insured hereunder. Limits as specified on policy schedule

132. Fire Fighting Expenses Version – 2

It is agreed that in the event of a fire or a series of fire arising directly or indirectly from the same occurrence including fire threatening to involve the property insured under this policy, the insured shall be entitled to recover upto a Limit as stated in policy schedule for the policy period;

- i. the actual cost of material used and/or damaged in extinguishing or controlling or attempting to extinguish or control any such fire;
- ii. the cost of all clothing and/or personal effects damaged and I or lost as a result of such fire and I or fight, extinguish or controlling or attempting to fight extinguish or control such fire unless more specifically insured elsewhere;
- iii. all other actual expense(including wages and the like paid for firefighting, extinguishing or controlling or attempting to fight extinguish or control such fire and I or localizing such fire.

All claims for personal injury are excluded.

- iv. The expenses incurred to recharge/refill any fire protection devices.

133. Fire Fighting Expenses/Extinguishing Expenses/Fire Brigade Charges Version – 3

The insurer will pay the reasonable costs and expenses necessarily incurred by the insured in consequence of damage insured hereby for:

- a) replacing or refilling fire extinguishing appliances
- b) replacing used sprinkler heads
- c) refilling sprinkler tanks where water costs are metered
- d) resetting fire and intruder alarms
- e) fire brigade charges
- f) replacing fire extinguishing materials.

134. Fire-Fighting Expenses - Version 2

- (a) The Insurer shall indemnify the Insured in respect of fire-fighting expenses necessarily and reasonably incurred by the Insured to prevent or minimise the extent of any loss or damage to the Property Insured indemnifiable under this Policy, including the cost of materials expended, costs incurred in refilling fire-extinguishing appliances and replacing used sprinkler heads, wages of personnel specifically engaged for such tasks and all fire-fighting costs claimed against the Insured from a public authority or public fire brigade provided always that the amount payable under this additional insurance cover shall not exceed the limit of indemnity specified in the Schedule.
- (b) Payment by Insurers of any amount under this additional insurance cover shall be subject to the proof of costs incurred as Insurers may reasonably require.

135. Fire-Fighting Expenses - Version 1

It is agreed that in the event of a fire or a series of fires arising directly or indirectly from the same occurrence including fire threatening to involve the Property Insured under this Section of the Policy, the Insured shall be entitled to recover:

- i. the actual cost of materials used and/or damaged in extinguishing or controlling or attempting to extinguish or control any such fire;
- ii. the cost of all clothing and/or personal effects damaged and/or lost as a result of such fire and/or fighting, extinguishing or controlling or attempting to fight extinguish or control such fire unless more specifically insured elsewhere;
- ii. all other actual expenses (including wages and the like paid for fighting, extinguishing or controlling or attempting to fight extinguish or control such fire and/or localising such fire).

All claims for personal injury are excluded.

Limit for each and every loss hereunder: As specified in the schedule

136. Floater Clause

The S. I. in aggregate under the policy is available for any one, more or all locations as specified in respect of moveable property.

At all times during the currency of this policy the insured should have a good internal audit and accounting procedure under which the total amount at risk and the locations can be established at any particular time if required.

The changes in the address of locations specifically declared at inception should be communicated

137. Floater Declaration Clause

In consideration of Floater Extra charged over and above the policy rate the S.I. in aggregate under the policy is available for any one, more, or all locations as specified in respect of movable property.

At all times during the currency of this policy the insured should have a good internal audit and accounting procedure under which the total amount at risk and the locations can be established at any particular time if required.

The changes in the address of locations specifically declared at inception should be communicated also:

1. In consideration of the premium by this policy being provisional in that it is subject to adjustment on expiry of each period of insurance.

The Insured agrees to declare to HDFC ERGO General Insurance Company Limited in writing the value of his stocks (other than retail) less any amount insured by Policies other than declaration policies, in each separate building or non-communicating compartment or in the open on the following basis namely 1] average of the values at risk on each day of the month or 2] the highest value at risk during the month and to make such declaration(s) latest by the last day of the succeeding month. Such declaration(s) shall be signed by the Insured or by a responsible person authorized to sign on his behalf.

If other policies on declaration basis cover the stocks hereby insured, the declarations shall be made so as to apportion to each policy a share of the value of the stocks insured under such declaration policies, PRO RATA to the respective amounts named in the policies.

In the event of a declaration not being made latest by the last day of the succeeding month then the insured shall be deemed to have declared the Sum Insured hereby as the value at risk.

On the expiry of each period of insurance the premium shall be calculated at the rate applicable (provisional) per mille on the average Sum Insured namely, the total of the values declared or deemed to have been declared divided by the number of declarations deemed to have been made.

If the resultant premium is less than the provisional premium, the

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- difference shall be repaid to the Insured but such repayment shall not exceed 20% of the provisional premium.
- Further it is hereby agreed and understood that no reduction in sum insured shall be allowed during the currency of the policy.
2. The basis of value for declarations shall be the market value and any loss hereunder shall be settled on the basis of the Market Value immediately anterior to the loss.
 3. If at the time of any loss, there be any subsisting insurance or insurances on other than a declaration basis, whether effected by the insured or by any other person or persons, covering the stocks hereby insured, this policy shall apply only to the excess of the value of such stocks at the time of the loss over the Sum Insured by such other insurance or insurances, and this Company shall not be liable to pay or contribute more than that proportion of such loss which such excess (or, if there by other declaration insurances covering the same stocks, a rateable proportion of such excess) but not exceeding the Sum Insured here, bears to the total value of the stocks.
 4. If after the occurrence of a loss it is found that the amount of the last declaration previous to the loss is less than the amount that ought to have been declared, then the amount which would have been recoverable by the Insured shall be reduced in such proportion as the amount of the said last declaration bears to the amount that ought to have been declared.
 5. Notwithstanding the occurrence of loss it is understood that the Sum Insured will be maintained at all times during the currency of the policy and the Insured therefore undertakes to pay extra premium on the amount of any loss pro rata from the date of such loss to the expiry of the period of insurance, the premium being calculated at the rate applicable to the stocks destroyed and such extra premium shall not be taken into account in and shall be distinct from, the final adjustment of premium.
 6. In event of the policy being cancelled by the Insured during its currency (whether stocks exist or not) the premium to be retained by the company shall be the appropriate short period premium calculated on the average amount insured up to the date of cancellation, or 80% of the provisional premium whichever is greater. Notwithstanding the above, if the policy is cancelled by the insured after a loss has occurred, the premium to be retained by the company shall be the PRO RATA proportion of the premium calculated on the average amount insured upto the date of cancellation plus the PRO RATA proportion of the premium from the date of loss to the expiry of the period of insurance on the amount of loss paid, or 80% of the provisional premium whichever is greater.
 7. The maximum liability of the company shall not exceed the sum Insured hereby and premium shall not be receivable on value in excess thereof. The sum Insured may, however, be increased by prior agreement with the Company in which event the new sum Insured and the date from which it is effective will be recorded on the policy by endorsement. In the event of an increase in the sum Insured being agreed to, the company shall charge on such increased sum an additional provisional premium on a basis proportionate to the unexpired period of the policy and upon expiry of each period of insurance the total provisional premium so paid shall be adjusted as provided for in Clause 1 above. If during the currency of the policy, the rate for the class of risk to which the insurance applied is revised, and an increase in the Sum Insured under a Declaration Policy is agreed to, the company shall charge on such increased sum an additional provisional premium on a basis proportionate to the unexpired period of policy, at the rate at which the insurance was originally effected and upon expiry of each period of insurance the total provisional premium so paid shall be adjusted as provided for in Clause 1 above.
 8. If the stocks hereby insured shall at the time of loss be collectively of greater value than the Sum Insured thereon, then the Insured

shall be considered as being his own insurer for the difference and shall bear a ratable proportion of the loss accordingly. Every item, if more than one, on stock shall be separately subject to this condition.

9. It is hereby warranted that every other policy on a declaration basis covering the stocks insured hereby shall be identical in wording with this policy.

This insurance is subject in all respects to the printed conditions of the policy except in so far as they may be varied by the above conditions.

138. Forest Fire

In consideration of the payment of additional premium the insurance under the policy shall extend to include loss of or damage to the property insured directly caused by burning, whether accidental or otherwise, of forest, bush and jungles and the clearing of lands by Fire.

139. Fraud And Forfeiture Clause

If an Insured Party makes any claim that is fraudulent or any false declaration or statement in support thereof, this Policy of Insurance between The Insurer and The Insured Party making such a claim shall become void and The Insurer shall not be liable to make any payment hereunder to that party.

For the avoidance of doubt, the Insuring Party shall not be entitled to any return of Premium in the event that the Policy of Insurance is treated as void.

140. Free Issue Materials

It is hereby agreed and understood that Insured property shall include any materials that are supplied free of charge and for which the Insured is liable for loss or damage provided that the Insured shall declare the value of such materials for premium adjustment purposes.

141. Green Clause

Where following physical loss or damage insured by this policy, the insured elects to rebuild in a manner that aims to minimize potential harm to the environment utilizing the latest technology, in this regard, it will not be considered betterment to the Insured. Where the cost of rebuilding is increased as a result, the insurers will pay such additional cost as mentioned in policy schedule.

142. Group Interdependency(Applicable To Business Interruption)

It is hereby agreed and declared that this policy shall indemnify for loss of Gross Profit caused by interruption / interference in business activity at any Insured Location resulting from interruption of or interference with the business activity at any of other Insured location forming part of the Insured's group of companies insured herein as a result of direct physical loss or physical damage by an Insured peril.

This Clause is subject otherwise to the terms, Conditions and Exclusions of the Policy.

The limit of indemnity under this extension shall be as defined under the policy.

143. Hazardous Goods

Use and storage of hazardous goods usual to the Business is allowed subject to the quantity and manner as permitted by law or legal regulations for such use and storage are followed.

144. Highest Single Deductible Clause

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In the event of an accident or occurrence involving: the application of more than one deductible/time excess within a section herein, or more than one section where there is more than one deductible / time excess applicable, then only one, the highest, deductible/time excess shall apply. Such deductible/time excess to be apportioned over each section to which a loss(es) may apply in the same proportion that the amount of the loss applicable to each section bears to the total amount of the loss. However, if the application of the highest deductible/time excess results in a lesser indemnity than if the individual deductible/time excess was applied to each loss then the insured shall have the benefit of the better indemnity by the application of such individual deductible/time excess. It is further understood and agreed that in the event of an accident or occurrence giving rise to a loss involving more than one insured's interest insured hereunder the application of the higher deductible/time excess shall be decided upon by the insurer.

145. Hire Purchase Or Lease Agreements - Version 2

Certain items of the Property may be the subject of hire purchase lease or other agreements and the interest of the other parties to these agreements is noted in this Insurance, the nature and extent of such interest to be disclosed in the event of loss, destruction or damage.

146. Hire Purchase Or Lease Agreements / Interest Of Other Parties - Version 1

The insurable interest of only those lessors, financiers, trustees, mortgagees, owners and all other parties specifically noted in the records of the Insured shall be automatically included without notification or specification; the nature and extent of such interest to be disclosed in event of damage.

Where the insurance covers the interest of more than one party, any act or neglect of an individual party will not prejudice the rights of the remaining party/parties; provided the remaining party/parties shall, immediately on becoming aware of any act or neglect whereby the risk of damage has increased, give notice in writing to the Insurer(s) and on demand pay such reasonable additional premium as the Insurer(s) may require.

Notwithstanding the foregoing paragraph it is understood and agreed that in the event of any of the parties referred to herein being entitled to the benefits of any 'Concessions Agreement', which it may have entered into with the Insurer(s), the said 'Concessions Agreement' will take precedence over the foregoing paragraph.

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

147. Hire Purchase Or Lease Agreements/Properties Under Consignment, Care, Custody And Control Version – 3

Certain items of the property may be subject of hire purchase, lease or other agreements and the interest of the other parties to these agreements is noted in this insurance, the nature and extent of such interest including other insurance to be disclosed in the event of loss, destruction or damage.

These may also include all real and personal property of every kind and description belonging to the Insured or to others (including but not limited to goods under consignment, held in trust or on lease or paid for awaiting delivery) for which the Insured may be held liable for loss or damage while in their care, custody or control.

Limit - As stated in policy schedule.

148. Immediate Repairs Version – 1

It is understood and agreed that in case of loss, the Insured, if they so elect, may immediately begin repairs or reconstruction but such work shall at all times be open to supervision by the Insurer and in case of dispute as to the cost of repair and/or reconstruction, the loss shall be settled in accordance with the terms of this Policy, the sole object of this Condition being not to deprive the Insured from the use of operating properties which may be necessary to their Business. The liability of the Insurer under this

clause shall in no case exceed limit mentioned in the policy schedule.

149. Immediate Repairs Version – 2

It is agreed that in case of loss the insured, if they so elect, may immediately begin repairs or reconstruction but such work shall at all times be open to supervision by the insurer or their representatives and in case of dispute as to the cost of repair and/or reconstruction the loss shall be settled in accordance with the terms of this policy, the sole object of this condition being not to deprive the insured from the use of operating properties which may be necessary to their business. Evidence of loss to be photographed and if any damaged items are replaced the same is to be preserved for inspection by surveyors.

It is further noted and agreed that in the event of physical loss or damage to the property insured hereunder the insured, at their sole discretion, shall have the option to accept repair or replacement terms as offered by the Original Equipment Manufacturer (OEM) regardless of any other terms offered from other suppliers, manufacturers or fabricators. Provided always that the difference between the OEM quote and the lowest quote doesn't exceed 25% of the lowest quote and quotes are based on the same technological specifications.

Limit- As stated in policy schedule.

150. Impact Damage Due To Insured'S Own Rail/Road Vehicles, Fork Lifts, Cranes, Stackers And The Like And Articles Dropped There From.

It is hereby agreed and declared that the policy is extended to cover loss and/or damage caused due to impact by direct contact to Insured's property caused by Insured's own Rail/Road Vehicle, Forklifts, cranes, stackers and the like and articles dropped there from.

151. Inadvertent Omission - Version 1

The Insured having notified the Insurers of their intention to insure all Property in which they are interested and it being their belief that all such Property is insured, if hereinafter any such Property shall be found to have been inadvertently omitted, the Insurers will deem it to be insured within the terms of this Policy, up to a limit ,as specified in the schedule, each and every loss.

152. Inadvertent Omission - Version 2

The insured having notified the insurer of their intention to insure all property in which they are interested and it being their belief that all such property is insured, if hereinafter any such property shall be found to have been inadvertently omitted, the insurers will deem it to be insured within the terms of this policy, up to aggregate limit as stated in schedule provided that such property is declared to insurer immediately upon discovery of omission but not later than 60 days after policy expiry. No refund of premium would be allowed under this cover.

153. Increase In Sums Insured

Notifications of the increase of the insurance sums up to ___% of the insurance sum or up to a total of Rs___, the lesser of the two shall be binding within 24 hours from the time of the receipt of the notification by the authorized signatory of the Insurer. Increases beyond the aforementioned sum, which have not yet been confirmed by the Insurer, shall not be taken into account for the purpose of calculation of under-insurance in terms of Extension 8 of the Section 1 (under-insurance).

154. Increased Cost Of Construction & Demolition Charges

In the event of loss or damage under this policy that causes the enforcement of any law or ordinance regulating the construction, repair, or use of property, Underwriters shall be liable for the following:

A. The cost of demolishing the undamaged property;



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- B. The Proportion that the value of the undamaged part of the property bore to the value of the entire property prior to loss;
- C. Increased cost of repair or reconstruction of the damaged and undamaged property on the same or another site and limited to the costs that would have been incurred in order to comply with the minimum requirements of such law or ordinance regulating the repair or reconstruction of the damaged property on the same site.

However, Underwriters shall not be liable for any increased cost of construction loss unless the damaged property is actually rebuilt or replaced;

155. Industries, Seepage, Pollution And Contamination Clause / Decontamination And Cost Of Clean Up

Notwithstanding anything to the contrary in this policy or in any of its conditions, it is hereby agreed and declared that this policy is extended to cover loss or damage arising due to seepage, pollution or contamination caused by a sudden, unintended and unexpected happening during the period of this insurance.

This insurance does not cover any liability for:

- The cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances
- This clause shall not extend this insurance to cover any liability which would not have been covered under this insurance had this clause not been attached.

156. Ingress/Egress

This Policy covers the Actual Loss Sustained and EXTRA EXPENSE incurred by the Insured due to the necessary interruption of the Insured's business due to physical prevention of ingress to or egress from an Insured Location, whether or not the premises or property of the Insured is damaged, provided that such prevention is a direct result of physical damage to property insured by this Policy, to the kind of property not excluded by this Policy.

INGRESS/EGRESS Exclusions: As respects INGRESS/EGRESS, the following exclusions are applicable:

This Policy does not insure loss resulting from:

1. lack of incoming or outgoing service consisting of electric, fuel, gas, water, steam, refrigerant, sewerage and voice, data or video.
2. picketing or other action by strikers except for physical damage not excluded by this Policy.

This Policy does not provide coverage under this Extension for more than the number of consecutive days shown in the LIMITS OF LIABILITY clause of the DECLARATIONS section.

Limit of Liability of the Declaration Clause: - 30 day period but not to exceed a _____ limit.

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

157. Inhibition Cost

It is hereby agreed and declared that insurer will indemnify the loss or damage to undamaged property of insured damaged in order to extinguish or inhibit the spread of fire or other catastrophe insured herein up to a limit of 10% of the Sum Insured or limit as mentioned in policy schedule.

158. Inland Transit Version – 1

It is hereby agreed that notwithstanding anything contained herein to the contrary, that this Policy extends to cover the Insured's property in long transit within the territory of India, up to a limit as specified in the schedule, any one transport.

159. Inland Transit Version – 2

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the policy or endorsed thereon, this insurance shall be extended to cover insured's Plant & Machinery and spares, but excluding stock, finished goods and raw materials, whilst in transit within the territorial limits of India subject to:

- Damage caused as a result of 'All Risks' as covered under the policy and forming part of the property insured
- Provided that the insured property is suitably packed and/ or prepared for transit which shall also be deemed to include stowage
- Provided that the maximum amount payable under this extension shall not exceed per transit limit stated in policy schedule.
- Provided that it is not indemnifiable under a more specific policy

Deductible for this cover would be as stated in policy schedule. Any consequential loss arising out of loss covered under this clause is excluded

160. Insurance Of Additional Expenses Of Rent For An Alternative Accommodation (Tenant Or Owner – Occupant)

It is hereby declared that in the event of the premises described in the Policy and occupied by the Insured, hereinafter referred to as 'PREMISES' being destroyed or damaged by any insured peril as to become unfit for occupation and the Insured in consequence taking up alternative accommodation, the Company shall subject to Special Conditions set out herein, indemnify the Insured against the Additional Rent (as explained herein) which the Insured is called upon to bear for the period beginning from the date of operation of any of the insured perils until the 'PREMISES' is rendered fit for occupation such period not exceeding such reasonable time as is required to restore the premises with due diligence to a condition fit for occupation or the maximum indemnity period (stated in the Schedule in respect of this Clause) whichever is earlier.

Provided that the liability of the Company shall not exceed the sum insured (stated in the Schedule in respect of this Clause) hereby.

Provided further that if the sum produced by applying the monthly Additional Rent, borne by the Insured for the alternative accommodation to the maximum indemnity period is more than the Sum Insured hereby, the liability of the Company shall be proportionately reduced.

Special Conditions

1. This insurance shall apply subject to the condition that the PREMISES occupied by the Insured, whether as owner or tenant, forms part of a building not being "Kutcha" Construction.
2. If the area of alternative accommodation taken by the Insured is more than the area of the PREMISES occupied by the Insured, the Additional Rent borne by the Insured for the purpose of this insurance shall be deemed to be that proportion of the Additional Rent actually borne by the Insured as the area of the PREMISES which was in the Insured's occupation bears to the area of the alternative accommodation taken by the Insured. The Insured shall be at liberty to take alternative accommodation in any locality so long as it is within the Municipal limit of the city or town in which the PREMISES is situated.

EXPLANATION

Additional Rent : If the Insured is the Owner-Occupant, the Additional Rent borne by him is arrived at after deducting the standard rent of the premises from the actual rent paid for the alternative accommodation. The standard rent shall be based on the ratable values fixed by the Municipal/Revenue authorities for tax purposes.

If the Insured is a tenant only and for safeguarding his legal tenancy rights is obliged to pay rent for the premises even during the period when it is not fit for occupation, the Additional Rent borne by him is the actual rent for the alternative accommodation.

If the Insured is a tenant and is not obliged to pay rent for the premises during the period when it is not fit for occupation, the

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Additional Rent borne by him is the actual rent paid for alternative accommodation taken less the rent which he was paying for the premises immediately prior to the same being damaged or destroyed by insured perils and rendered unfit for occupation.

161. Intentional Damage

It is understood and agreed that if by order or direction of any government body or agency, it is necessary to cause or inflict or suffer any further damage to the property insured under this section following any prior damage insured against under this section, insurance against the perils stated in this section is extended to cover the further loss or Damage incurred, provided that such Governmental order or direction has not resulted from want of due diligence by the insured to prevent or mitigate such Loss or Damage.

162. Inter Dependency Clause

It is hereby noted and agreed that, subject to the terms and condition of the policy, if damage to any of the insured's premises or property covered under this policy cause damage to insured's other premises or property which results in a reduction in turnover or increased cost of working , then such loss is deemed to be covered by this policy notwithstanding that no material damage was sustained by the latter premises or property and subject to the latter premises or property having been covered under the policy.

163. Involuntary Betterment

It is hereby declared and agreed that the insurance under this Policy shall, subject to terms, conditions and exclusions of this Policy and also subject to terms, conditions and exclusions hereinafter contained, extend to cover the event of insured machinery/ equipment, necessitating replacement due to total physical damage, becoming obsolete at the time of such replacement, in which case claim shall be considered based on the cost of replacement of the damaged machinery / equipment with the follow up model of the same type without deduction of betterment charges upto the limit specified in the schedule.

However, if the cost of replacement with the follow up model exceeds the sum insured set against the said item, the company's liability would not exceed the sum insured.

It is further agreed & declared that this extension shall not be enforceable if the insured is unable or unwilling to reinstate the property.

164. Irrecoverable Loss Clause

In the event of irrecoverable loss, the claim settlement for loss of production shall be made immediately (without waiting for demonstration of such loss in the books of account) based on gross profit applicable to resultant loss or the increase in cost of working whichever is lower.

165. Key & Local Clause

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

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

166. Labels, Containers & Wrapping Clause

In the event of Damage affecting labels, containers or wrappings, the Insurer(s) shall not be liable for more than an amount sufficient to pay the cost of new labels, containers or wrappings, and the cost of reconditioning the goods, but in no case shall the Insurer(s) be liable for more than the

insured value of the damaged merchandise. Limits as mentioned in policy schedule

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

167. Land Water Contamination Cleanup, Removal And Disposal

The Insurer shall indemnify the Insured up to the limit of indemnity as specified in the schedule, in respect of the reasonable and necessary cost for the cleanup, removal and disposal of the actual not suspected presence of Contaminant(s) from uninsured property consisting of land, water or any other substance in or on land at the Insured Location if the release, discharge or dispersal of such Contaminant(s) is a direct result of insured physical loss or damage to insured property.

- i. This Policy does not cover the cost to cleanup, remove and dispose of Contamination from such property:
1. At any location insured for Personal Property only.
2. At any property insured under AUTOMATIC COVERAGE or OMISSION TO INSURE or Miscellaneous Unnamed Location coverage provided by this Policy.
3. When the Insured fails to give written notice of loss to the Company within 180 days after inception of the loss.

168. Landscaping

It is hereby declared and agreed that, notwithstanding anything to the contrary contained in the policy, the Company will pay for the additional cost of reclaiming, restoring or repairing land improvements as incurred by the Insured, resulting from direct physical loss of or damage to property insured under the Policy, occurring at premises described in the Schedule. Land improvements are any alteration to the natural condition of the land by grading, landscaping and additions to land such as pavements, roadways, or similar works. This coverage does not apply to land improvements at a golf course unless specifically mentioned in the Schedule. Subject otherwise to the terms, conditions and exclusions of the Policy.

169. Leak Search And Finding Cost

In addition to indemnifiable costs of repair or replacement the company will indemnify the assured for the cost and expenses necessarily and reasonably incurred in locating and obtaining access to any part or parts of the Insured property in order to locate and repair leaks or other damages subject to limit of indemnity as specified in the schedule for each and every occurrence.

170. Leakage And Contamination Cover**SCOPE**

Policy may be extended to include the risks of (a) accidental leakage and contamination or (b) accidental leakage.

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

ENDORSEMENTS

It shall be obligatory to use one of the following endorsement wordings:

- (A) Where Leakage and Contamination Cover is Granted:

"In consideration of the payment of an additional premium as specified in schedule, it is hereby agreed and declared that the Insurance under this policy shall, subject to terms, conditions and exclusions of this policy and also subject to terms, conditions and exclusions hereinafter contained, extend to include the physical loss of oil/chemical by leakage from its container by accidental means and all accidental contaminations by contact with foreign matter."

PROVIDED always that this policy does not cover:



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- a) Loss by Contamination through Improper Handling or Controls by Insured's own Employees;
 - b) Loss resulting from loss of use, loss of earning, delay or loss of markets or other consequential or indirect loss or damage of any kind or description whatsoever;
 - c) Loss resulting from any kind of infidelity or dishonesty on the part of the Insured or any of their employees, inventory shortage, mysterious disappearance or unexplained loss;
 - d) Loss by burglary or theft or any attempt thereof;
 - e) Loss resulting from processing or faulty workmanship;
 - f) Loss resulting from shrinkage, evaporation, loss of weight unless caused by a peril not otherwise excluded;
 - g) Any legal and/or contractual liability arising from any cause whatsoever; and Consequential Loss of any nature.
- (B) Where Leakage cover alone is Granted:

"In consideration of the payment of an additional premium as specified in schedule it is hereby agreed and declared that the Insurance under this policy shall, subject to terms, conditions and exclusions of this Policy and also subject to terms, conditions and exclusions hereinafter contained, extend to include the physical loss of oil/chemical by leakage from its container by accidental means.

PROVIDED always that this policy does not cover:

- a) Loss resulting from loss of use, loss of earning, delay or loss of markets or other consequential or /indirect loss or damage of any kind or description whatsoever;
- b) Loss resulting from any kind of infidelity or dishonesty on the part of the Insured or any of their employees, inventory storage, mysterious disappearance or unexplained loss;
- c) Loss by burglary or theft or any attempt thereof;
- d) Loss resulting from processing or faulty workmanship;
- e) Loss resulting from shrinkage, evaporation, loss of weight unless caused by a peril not otherwise excluded;
- f) any legal and/or contractual liability arising from any cause whatsoever; and
- g) Consequential Loss of any nature

Special Conditions: (Applicable to A and B)

- i. The cover under this endorsement shall attach only on or after the receipt of the insured subject matter in land tanks as described in the policy and subject to lodgement with the company by Insured of a certificate obtained by them at their own expense from a competent approved and independent agency/surveyor as to the purity and quality of the subject matter herein insured.
- ii. Before the commencement of pumping and/or decanting operations, the Insured shall arrange at their own expense sampling and quality/purity certification by competent, approved and independent agency/surveyor for such distinct lot, batch or tank load ex/ocean vessel of insured subject matter and shall pump/decant only such material as is pure and without contaminants.
- iii. The insured shall at their own expense arrange inspection and certification from competent approved and independent agency/surveyor as to the cleanliness and fitness of the pipe lines, pumping equipment and the receiving land tanks to carry and/or receive the insured subject matter, prior to the commencement of pumping, decanting, receiving and/or storage operations. Such certification as mentioned above should, inter alia, confirm that the pumping, carrying and storage equipment facilities and tanks are free from impurities, contaminants and/or residue or left-overs from previous use of equipment, facilities or storage tanks. As

concerning the receiving land tanks and initial certificate of fitness to receive and store the insured material shall be deemed to satisfy the above condition in so far as such tanks are concerned. However, a fresh certification as mentioned above would be required in the event of the said tanks being empty and fresh stocks are subsequently pumped/decanted in during the currency of this insurance.

- iv. In case of loss to property insured hereunder, the basis of adjustment shall be the market value at the time and place of loss.
- v. It is understood and agreed that all loss or damage to property occurring during any one period of seventy-two consecutive hours during the currency of this policy directly caused by earthquake shock shall be deemed to have been caused by single earthquake and therefore to constitute one loss for the purpose of this policy, the Insured shall select a time from which any such period shall commence but no two such selected periods shall overlap.
- vi. All salvage recoveries and payments recovered on received subsequent to a loss settlement under this policy shall be applied as if recovered or received prior to the said settlement and all necessary adjustment shall be made by the parties hereto.
- vii. If any breach of a clause or condition in this contract or policy of insurance shall occur prior to a loss under this Policy, such breach shall not void the policy nor avail the company to avoid the liability unless such breach shall exist at the time of such a loss under this contract or policy, it being understood that such breach of a clause of condition is applicable only to the specific property to which the condition or clause has reference and in respect of which such breach occurred.
- viii. Each claim for loss or damage shall be adjusted separately and each claim is subject to an excess of 1% on each tank with a minimum of Rs. 60,000/- each loss.
- ix. If the property here by insured shall at the time of the operation of a peril insured hereunder, be collectively of greater value than the sum insured thereof, then the insured shall be considered as being his own insurer for the difference and shall bear a rateable proportion of the loss accordingly. Every item, if more than one, of the policy shall be separately subject to this condition.

NOTE: SPECIAL CONDITIONS (i), (ii) AND (iii) ARE NOT APPLICABLE WHERE LEAKAGE COVER ALONE IS GRANTED

171. Leakage And Overflowing

It is hereby agreed that notwithstanding anything contained herein to the contrary, that this Policy extends to cover the loss of stock caused by leakage and/or overflowing from any storage tank or vessel up to a limit as specified in the schedule.

172. Lessee'S Liability

In every event of loss or damage by the insured perils to buildings which the Insured leases and that are included in the Insured property, the following provisions shall apply:

1. Should the Insured choose to reinstate or to replace the loss or damage, the provisions of the above reinstatement value clause, extension shall apply.
2. If the Insured is unable, or not entitled in repairing or replacing the loss or damage aforementioned, then the cover provided shall be as follows:
 - (a) The Insurer shall indemnify the Insured in the amount the Insured shall be legally obliged to pay to the owners of property due to the loss or damage.

BUSINESS SURAKSHA PLUS VARIANT 2

- (b) The Insurer shall indemnify the Insured in respect of loss of protected rights (as shall be estimated by a land assessor) to hold and to operate his business in the premises when the insured event occurred (wholly or partially) as a result of an insured event.

The indemnity sum in terms of this extension shall not exceed the total reinstatement value of the property, which was lost or damaged.

173. Lien Clause

- A. Every payment if due in terms of the Policy shall be paid to the banks/institutions stated in the Schedule according to the level of beneficial right which they have over the insured property and/or in accordance with the sums stated in the Schedule and in accordance with all the conditions of the Policy.
- Notwithstanding the aforementioned and if not otherwise stated in the Schedule, payments which do not exceed a sum of Rs____, shall be paid directly to the Insured or at his order.
- B. Notwithstanding anything stated in the Policy and/or in any endorsement to the Policy regarding cancellation of the insurance due to non-payment of premium or a part thereof or regarding right of cancellation of the Policy by the Insurer by virtue of the Policy conditions, the cancellation of insurance shall not be valid except from the date and time stated in the notice which shall be delivered in writing to the banks/institutions having a benefit right in the Policy, at least 30 days prior to the date of the cancellation.
- C. The Insured's undertaking to pay insurance premiums shall be a pre-condition to the Insurer's undertaking to pay in respect of claims and any lien and/or other debt and the Insurer reserves the right to deduct the Insured's debts owing to it from any sum which is payable in respect of an insured loss or damage.

174. Local Authorities Clause

The insurance by this Policy extends to include such additional cost of reinstatement of the destroyed or damaged property hereby insured as may be incurred solely by reason of the necessity to comply with the Building or other Regulations under or framed in pursuance of any act of Parliament or with Bye-laws of any Municipal or Local authority provided that

1. The amount recoverable under this extension shall not include:
 - a) The cost incurred in complying with any of the aforesaid Regulations or Bye-laws,
 - i) in respect of destruction or damage occurring prior to the granting of this extension,
 - ii) in respect of destruction or damage not insured by the Policy,
 - iii) under which notice has been served upon the Insured prior to the happening of the destruction or damage,
 - iv) in respect of undamaged property or undamaged portions of property other than foundations (unless foundations are specifically excluded from the insurance by this Policy) of that portion of the property destroyed or damaged,
 - b) The additional cost that would have been required to make good the property damaged or destroyed to a condition equal to its condition when new had the necessity to comply with any of the aforesaid Regulations or Bye-laws 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 property or by the owner thereof by reason of compliance with any of the aforesaid Regulations or Bye-laws.
2. The work of reinstatement must be commenced and carried out with

reasonable dispatch and in any case must be completed within twelve months after the destruction or damage or within such further time as the Company may (during the said twelve months) in writing allow and may be carried out wholly or partially upon another site (if the aforesaid Regulations or Bye-laws so necessitate) subject to the liability of the Company under this extension not being thereby increased.

- 3. If the liability of the Company under (any item of) the Policy apart from this extension shall be reduced by the application of any of the terms and conditions of the Policy then the liability of the Company under this extension (in respect of any such item) shall be reduced in like proportion.
- 4. The total amount recoverable under any item of the Policy shall not exceed the sum insured thereby.
- 5. All the Conditions of the Policy except in so far as they may be hereby expressly varied shall apply as if they had been incorporated herein.

175. Loss Minimization Expenses Clause Version – 3

Subject otherwise to the terms, exclusions, provisions and conditions contained in the policy, in the event of physical loss or damage identifiable under this policy or in the event of any occurrence which could give rise to imminent physical loss or damage, such indemnity will include all costs and expenses reasonably incurred to protect the insured property so affected or to limit further loss or damage to the insured property, but not exceeding the amounts that would otherwise have been payable under the terms and conditions of this policy had such costs and expenses not been incurred.

Limit of Indemnity- As stated in policy schedule.

Subject to policy deductible

176. Loss Of Rent - Version 1

It is hereby agreed that in the event of damage to the Insured Property by an insured peril, this policy extends to cover

- (a) The additional rent incurred by the Insured for alternate premises for the Indemnity Period as specified in the Policy Schedule.
- (b) The rent component of income which Insured was earning for the affected Insured premises before the loss event and will continue till the end of Indemnity Period specified in policy schedule

Conditions

- (a) The insurance on rent applies only if (any of) the building(s) at Your Premises specified in the Policy Schedule 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.
- (b) Certificate from the Local Municipal Authority or an Architect to the effect that premises in question are untenantable will be accepted as adequate proof of the fact that premises, in fact, have become untenantable.
- (c) This insurance shall apply subject to the condition that Your Premises forms part of a building not being Kutcha Construction.
- (d) The area for alternative accommodation may be equivalent to the area presently occupied. The Insured shall be at liberty to take alternative accommodation in any locality so long as it is within the Municipal limit of the city or town in which Your Premises is situated.
- (e) For a given location, the indemnity shall be based on either the additional rent incurred or the rent component of income but not both.

Indemnity Period: The period of Indemnity may be limited to the period during which the original premises remain untenantable as a result of occurrence of perils insured against. Maximum indemnity period not to exceed 24 months

BUSINESS SURAKSHA PLUS VARIANT 2**177. Loss Of Rent Clause - Version 2**

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.

178. Loss Of Rent Due To Damage Of Tank, Godowns, Gas Holders, Bullets Etc

The Insurer shall indemnify the Insured up to the limit of indemnity as specified in the schedule, in respect of the loss of actual monthly rent for the un-occupied period due to operation of insured perils on the insured tanks/ godowns/ gas holders/ bullets etc. that results in rendering the insured property unfit for use/ intended purpose up to a maximum limit of period selected by insured in the schedule subject to a maximum period of 12 months. However the company's liability will be reduced if the sum total of actual monthly rent to the maximum reinstatement period chosen exceeds the sum insured declared. Coverage shall not provide any indemnity in case the reinstatement of property is delayed or prevented by Government regulations & authority, unjustifiable delays & also due to insured's financial limitations.

179. Loss Of Subsidy Clause

It is hereby agreed and declared that in the event of damage to finished goods arising out of insured perils and liability admitted thereon , the insurer will pay any loss of subsidy which it was due to receive from Government and if the same is not reimbursed to insured subject to value of subsidy having been included in sum insured. Subject to otherwise all terms and condition of policy as applicable.

180. Loss Payee Clause

Loss is payable to The Insured or as directed by The Insured, which shall include such party who has an insured interest in the subject matter insured at the time of loss or damage.

181. Loss Settlement

It is agreed that on termination of the first month of the indemnity period and every month thereafter, the Insurer undertakes to pay to the Insured an on account payment towards his claim at a rate of ___% of the sum of the monthly estimated indemnity as shall be assessed by the adjuster dealing with the loss.

In any event of a dispute between the Insured and the Insurer regarding the quantum of payment due under the terms of this section, the Insurer undertakes to pay the sum which is not in dispute without adversely affecting either the Insured's rights or the rights of the Insurer.

182. Margin Clause Version – 1

No adjustment in Premium for Sections I and II shall be made unless the values reported represent an increase of more than 10% from the initial values reported. This is to include fluctuations, which may occur in the values of property under Sections I and II, which are automatically held covered. The Premium shall be proportionately increased for the unexpired term of the policy for the increase in values when such an adjustment becomes applicable.

183. Margin Clause Version – 2

Coverage hereon is to automatically include any additions or deletions to the Schedule of Property Insured and increases or decreases in values are to be reported to the Insurer at the end of the Period of Insurance with Premium to be adjusted if required. However, there shall be no adjustment in Premium unless the total values at the end of the Period of Insurance increase or decrease by 10% or more over the total Schedule of Property

Insured at the inception of such period. In the event of an adjustment being necessary, the Premium charges hereunder shall be increased or decreased at the effective policy rate applied to the increase or decrease in the aforesaid values. In making the above Premium adjustment computation, any insured item which becomes an actual total loss during the Period of Insurance shall be deemed to be still exposed hereunder at the end of the Period of Insurance.

184. Master Key Coverage

The Insurer shall indemnify the Insured up to the limit of indemnity as specified in the schedule, in respect of the cost of replacement of lock and key when the master key is lost or stolen caused by a damage covered under section I.

Coverage excludes any consequential loss or damage arising due to lost or stolen master key.

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

185. Metered Water

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

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

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

186. Minimum Demand Charges(Applicable To Business Interruption)

It is hereby agreed and understood, subject otherwise to the terms, conditions and exclusions of the Policy and endorsed hereon, that the insurance by this Policy is extended to include the minimum demand charges imposed by any named supplier of electricity, water, gas or utility services to which the Insured has contracted and which cost has been incurred by the Insured following upon the loss as insured under this Policy and provided that such expenditure is not more specifically insured by the Policy as a Standing charge or Fixed cost within the definition of Gross Profit or any other definition used in the terms of the policy wording.

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

187. Minor Work -Version 2

It is understood and agreed that these Sections of the Policy automatically include minor alterations and/or construction and/or re-construction and/or additions and/or maintenance and/or testing and commissioning and/or modifications and/or work carried out on any of the property insured under this policy, subject to a maximum contract value as specified in schedule any one Project (as specified in the schedule) being the value of the said Project at the commencement thereof.

Notwithstanding other terms and conditions herein, this Extension of the Policy shall only pay in excess of more specific insurance, if any, arranged in respect of minor works. The deductibles applicable to this Policy shall not apply where the amount payable under such other insurance exceeds the deductible herein but in no case shall any loss be payable below the deductible amount herein. Any Consequential Loss, following a loss covered hereunder, is excluded.

BUSINESS SURAKSHA PLUS VARIANT 2**188. Minor Works - Version 3**

It is hereby understood and agreed, subject otherwise to the terms, conditions and exclusions of the Policy and endorsed hereon insurance by this Policy shall extend to cover modifications / construction / erection / re-construction / maintenance / testing and commissioning in respect of new assets as well as existing assets during the Period of Insurance as specified in the Schedule to this Policy.

The Policy shall respond on claims made basis for reported claims during the current Period of Insurance in respect of current ongoing minor works incepted during the current Period of Insurance. However, the aggregate claim amount payable shall be restricted limit stated in schedule and there shall be no restriction for number of minor works to be covered so long as each of such minor works and aggregate claim made is less than limit stated in policy schedule during the Policy period.

Consequential Loss following a loss covered under the extension is excluded.

189. Misdescription

If there be any material misdescription of any of the property hereby insured or of the trade, process or manufacture carried out by the Insured or any misrepresentation as to may fact material to be known for estimating the risk or any omission to state such fact, the Insurer shall not be liable under this Policy so far as it relates to property affected by any such misdescription, misrepresentation or omission subject to limit mentioned in policy schedule.

190. Misdescription Clause / Errors & Omissions Clause

It is hereby understood and agreed that the coverages afforded by this Policy shall not be invalidated or affected by any unintentional errors omissions or improper description in the Policy provided that the error omission and/or corrected description is reported as soon as practicable after discovery.

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

191. Modification Cost/ Incompatibility Expenses

Extension to cover the cost or expenses for modification of (A) damaged or undamaged equipments including but not limited to computers and ancillary equipments and/or (B) the cost of replacement/restoration and recompilation of computer records to mitigate the incompatibility between the replaced equipment and undamaged equipment and/or computer records. Insurer will indemnify the cost to achieve compatibility between the above two situation whichever is lesser subject to limit as mentioned in schedule.

192. Molten Metal Spillage - Business Interruption

Business Interruption Wording

It is hereby agreed and declared that, subject to the conditions of the Policy, the policy extends to cover losses consequent to the physical loss or damage to property excluding cost of molten material serving business operations that arises without the occurrence of fire as a result of the spillage or leakage of glowing molten material from container or lines. Physical loss or damage shall not include damage to containers, unless such damage is caused by spilled glowing molten material acting from the outside.

Loss Limit- _____ Crores each and every loss (Material Damage +Business Interruption) & _____ Crores in the aggregate for the policy period.

193. Molten Metal Spillage – Property Damage

Material Damage Wording

It is hereby agreed and declared that, subject to the conditions of the Policy, the policy extends to cover physical loss or damage to property excluding cost of molten material serving business operations that arises without the occurrence of fire as a result of the spillage or leakage of glowing molten material from container or lines. Physical loss or damage shall not include damage to containers, unless such damage is caused by spilled glowing molten material acting from the outside.

194. Money, Currency, Stamps Papers, And Postal Stamps

The policy is extended to cover loss or damage to Money, currency stamps, stamp paper, Postal Stamps including remuneration for supervising and / or actual work incurred to reproduce or recreate plans, designs, shares, demand drafts. Limit: As mentioned in policy schedule

195. Mould And Fungi Cover

This Policy only insures Damage to Property Insured by mould, mildew, fungus or spores, when directly caused by Damage to Property Insured during the Period of Insurance by one of the following listed perils:

fire, lightning, explosion, aircraft or other aerial devices or articles dropped therefrom, riot, civil commotion, strikers, locked-out workers, persons taking part in labour disturbances, malicious persons, earthquake, storm, flood, escape of water from any tank apparatus or pipe, impact by any road vehicle or animal This coverage is subject to all limitations of the Policy and, in addition, to each of the following specific limitations:

1. The said property must be insured for Damage by that listed peril as detailed above.
2. The Insured must report to the Insurer the existence and cost of the Damage by mould, mildew, fungus or spores as soon as practicable, but no later than 6 months after the listed peril as detailed above first caused any Damage to such insured property during the Period of Insurance
 - B. Except as set forth in A. above, this Policy does not insure any loss, damage, claim, cost, expense, or other sum directly or indirectly arising out of or relating to mould, mildew, fungus or spores of any type, nature or description

196. Multiple Insured And Non Vitiating Clause - Version 1

- a) It is noted and agreed that if the Insured described in the Annexure comprises more than one insured party each operating as a separate and distinct entity, then (save as provided in this Multiple Insureds Clause) cover hereunder shall apply in the same manner and to the same extent as if individual policies had been issued to each such insured party provided that the total liability of the Insurers to all of the insured parties collectively shall not exceed the sums insured and limits of indemnity including any inner limits set by memorandum or endorsement stated in the policy.
- b) It is understood and agreed that any payment or payments by Insurers to any one or more such insured parties shall reduce to the extent of that payment Insurers' liability to all such parties arising from any one event giving rise to a claim under this policy and (if applicable) in the aggregate.
- c) It is further understood that the insured parties will at all times preserve the various contractual rights and agreements entered into by the insured parties and the contractual remedies of such parties in the event of loss or damage.
- d) It is further understood and agreed that Insurers shall be entitled to avoid liability to or (as may be appropriate) claim damages from any one of the insured parties in circumstances of fraud, material misrepresentation, material nondisclosure, resulting in a breach of any warranty or condition of this policy each referred to in this clause as a Vitiating Act.
- e) It is however agreed that (save as provided in this Multiple Insureds Clause) a Vitiating Act committed by one insured party shall not



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- prejudice the right to indemnity of any other insured party who has an insurable interest and who has not committed a Vitiating Act.
- f) Insurers hereby agree to waive all rights of subrogation which they may have or acquire against any insured party except where the rights of subrogation or recourse are acquired in consequence of or otherwise following a Vitiating Act in which circumstances Insurers may enforce such rights notwithstanding the continuing or former status of the vitiating party as an Insured
- g) In the event of any Vitiating Act committed by any one or more insured parties Insured, the Lenders shall not be entitled to any indemnity under this policy for more than their pro rata share of interest as against the entire asset value under charge for each and every claim for or arising out of each and every event of loss or damage in respect of which Insurers are otherwise no longer liable to indemnify any other one or more insured parties by reason a Vitiating Act or Acts.

197. Mutual Services

If, at the time of the occurrence of an insured event, the Insured is a party to any limiting agreement whatsoever regarding the provision of mutual services between parties to the agreement, then the Insured shall not be required to breach such an agreement by actions which are taken in order to prevent a reduction in the turnover

198. Act of God Perils

If specified in the Schedule and in consideration of additional premium, the Policy is hereby extended to cover:

A. Earthquake

Earthquake, tremors, and/or volcanic eruption, subterranean fire including fire caused by them, tidal wave (Tsunami).

For the purpose of this risk

- (a) Any loss or damage, which occurred within a continuous period of 72 hours after an earthquake has been registered for the first time, shall be regarded as one occurrence.
- (b) Premises, which are immediately adjacent to one another on one continuous area, shall be regarded as a site.
- (c) The sum insured shall be regarded as the accumulative sum insured of this Policy including the Business interruption Section of this Policy.

B. Storm and Tempest

Wind storm, storm and tempest and/or a stronger wind than these, thunder.

C. Rain and Cloudburst, Snow and Hail

Rain and cloudburst and/or snow and/or hail during their fall and/or collapse of roofs and/or buildings due to overload resulting from accumulation of snow and/or hail and/or rain water.

D. Flood

- (a) Sea, lake, river, stream, reservoirs and dams - overflowing their banks or their regular bonds.
- (b) Accumulation or flow outside their normal course above, below, or on the ground, of rainwater or snow or ice.

For the purpose of storm and tempest risk and/or rain and cloudburst, snow and hail and/or flood aforementioned in items B-D:

- I. Any loss or damage, which occurred within a period of 72 continuous hours from the commencement of the loss or damage, shall be regarded as one event.
- II. Premises, which are immediately adjacent to one another on one continuous area, shall be regarded as one site.

- III. In the event of a claim in respect of the aforementioned perils being filed under this Policy and also under the Consequential Loss Policy of the Insured, then the sum of the deductible under both Policies together due to one insured event shall not exceed the maximum sum stated in the Schedule of this Policy.

199. New Acquisitions / Merger And Acquisition

Subject to the limits of liability set forth in Declarations, this policy automatically covers the Insured's interest in newly acquired property, as is otherwise covered by this policy, whether acquired through merger, acquisition or otherwise. The Insured agrees to report, within sixty (60) days of the interest being known to the Insured, newly acquired interest to the Company up to limit stated in policy schedule. In the event of failure of the Insured to report newly acquired interest to the Company within sixty (60) days, as specified herein, the Company shall not be liable for more than limit as specified in schedule in the event of loss occurrence covered by this policy, with respect to said interest.

200. New Acquisitions/New Location/Unnamed Locations

All locations within India as per insured records are deemed to be covered under the policy subject to condition that the occupancy is related to insured's trade/Manufacturing activity/services covered under the policy. All other policy terms and condition remains unaltered.

201. New Business Clause

For the purpose of any claim arising from damage occurring before the completion of the first year's trading of the business at the premises the terms "Rate of Gross Profit", "Annual Output/Turnover" and "Standard Output/Turnover" shall bear the following meaning and not as within stated:-

RATE OF GROSS PROFIT – The rate of Gross Profit earned on the Output/Turnover during the period between the date of the commencement of the business and the date of the damage.

ANNUAL OUTPUT/TURNOVER – The proportional equivalent for a period of twelve months or the Output/Turnover realized during the period between the commencement of the business and the date of the damage.

STANDARD OUTPUT/TURNOVER – The proportional equivalent for a period equal to the Indemnity Period of the Output/Turnover realized during the period between the commencement of the business and the date of the damage.

To which such adjustments shall be made as may be necessary to provide for the trend of the business and for variations in or special circumstances affecting the business either before or after the damage or which would have affected the business had the damage not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable, the results which, but for the damage, would have been obtained during the relative period after the damage.

202. No Control Clause

This Insurance shall not be affected by failure of the Insured to comply with the provisions of this Policy in any portion of the property over which the Insured has no control.

203. Nominated Loss Adjustor

It is hereby declared and agreed that in the event of any loss / damage covered under the policy, the amount of such loss shall be adjusted subject to the terms and conditions of the policy by any of the approved firms of adjustors named hereunder:

List of Loss Adjustors

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204. Non Invalidation - Version 3

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

1. Any change of occupancy or increase of risk taking place in the property insured without the insured's knowledge provided that they shall, immediately on the same coming to their knowledge, advise the insurer and their agreement for such increase of risk.
2. Workmen on the premises for the purposes of effecting repairs, minor alterations to the premises or general maintenance purposes and the like.

205. Non Owned Assets

This insurance shall cover all real and personal property of every kind and description belonging to the Insured or to others (including but not limited to goods under consignment, held in trust or on lease or paid for awaiting delivery) for which the Insured may be held liable for loss or damage while in their care, custody or control.

Shall cover loss or damage to Non Owned assets such as assets under care, custody, control, under consignment, lease etc.

206. Non-Recoverable GST

The Policy includes any GST which is not recoverable from GST authority as a direct result of a loss under the policy. Limits as specified on policy schedule

207. Non-Vitiating Clause - Version 2

It is noted and agreed that if the insured described in the schedule comprises more than one insured party each operating as a separate and distinct entity then (save as provided in this multiple insured's clause) cover hereunder shall apply in the same manner and to the same extent as if the individual policies had been issued to each such insured party provided that the total liability of the insurers to all of the insured parties collectively shall not exceed the sums insured and limits of indemnity including and inner set by memorandum or endorsement stated in the policy.

It is understood and agreed that any payment or payments by Insurers to any one or more such insured parties shall reduce to the extent of that payment insurers liability to all such parties arising from any one event giving rise to a claim under this policy and (if applicable) in the aggregate.

It is further understood that the insured parties will at all times preserve the various contractual rights and agreements entered into by the insured parties and the contractual remedies of such parties in the event of loss or damage.

It is further understood and agreed that insurers shall be entitled to avoid liability to or (as maybe appropriate) claim damages from any of the insured parties in circumstances of fraud, material misrepresentation, material non-disclosure or breach of any warranty or condition of this policy each referred to in this clause as vitiating act.

It is however agreed that (save as provided in this multiple insured's clause) a vitiating act committed by one insured party shall not prejudice the right to indemnity of any other insured party who has an insurable interest and who has not committed a vitiating act.

Insurers hereby agree to waive all rights of subrogation which they may have or acquire against any insured party except where the rights of subrogation or recourse are acquired in consequence of or otherwise following a vitiating act in which circumstances insurers may enforce such rights notwithstanding the continuing or former status of the vitiating party as insured.

The lenders to the project shall not be entitled to any indemnity under this policy for or arising from loss or damage in respect of which insurers are by reason of vitiating act no longer liable to indemnity any one or

more other insured party.

208. Novation Clause

All loss, damage or liability directly or indirectly arising from the contracts works prior to the inception of this policy is excluded. This also excluded all consequential loss and legal ; liability that may have arisen or will arise due to the works performed by the previous contractors of any tiers and / or other contracting entities.

The rights and liabilities pursuant to this policy are limited to the contracting party to this project works only and no individuals, companies or other entity which is/ are not an existing party to this contract shall be entitled to any indemnity under the policy without the express written agreement of the insurers. Specifically no Third party rights or liabilities arising from the previous contracts will be indemnified under this policy.

209. Obsolete Equipment Clause

It is hereby understood and agreed, subject otherwise to the terms, conditions and exclusions of the policy period and endorsed hereon that the value of Insured property shall be determined as the cost of repairs or replacement with new, like kind and of similar quality at the time and place of loss. However, should the property be technologically obsolete or unavailable because is no longer in production, and should the property be actually replaced by another system/ property, then the Insurer shall be liable for the replacement cost as new of equipment including connected accessories and peripherals which will at least perform substantially the same functions as the original equipment.

The company shall not deduct towards accessories and peripherals (other than salvage if any) rendered redundant although not damaged by the Insured perils arising out of replacement by new property/ system. The liability of the company shall not be reduced by any amount of betterment inherent in the design of such functionally equivalent equipment. However, the indemnification shall not exceed the value insured for the system/ equipment replaced.

210. Obsolete Parts Clause

It is noted and agreed that in the event of spare parts currently insured under this policy becoming obsolete following an indemnifiable loss to the operating unit and/or units to which they belong, such spare parts shall also be deemed a constructive total loss, provided that such parts cannot be used as spares for any other units within the premises of the insured. The company retains the salvage rights over such parts.

211. Off Premises Storage For Property Under Construction Clause

This Policy covers insured physical loss or damage to property of the type insured that is under contract to be used in a construction project at an insured Location.

Coverage attaches at the time such property is delivered to the Insured or their contractor (with respect to the property under construction) by the manufacturer or supplier and such property is located at a storage site within this Policy's TERRITORY but away from the insured Location.

This coverage includes necessary expendable materials and supplies to be utilized in the construction project but does not include any property owned or rented by the contractor

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

212. Omission To Insure Additions Or Extensions

The insurance by this Policy extends to cover Buildings and/or Machinery, Plant and other Contents as defined in the Schedule hereof which the Insured may erect or acquire or for which they may become responsible:-

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1. at the within described premises
2. for use as factories
 - a) The liability under this Extension shall not exceed in respect of (1) above, 5% of the Sum Insured by items of the Schedule, in respect of (2) above, 5% of the Sum Insured by items of the Schedule.
 - b) The Insured shall notify the Company of each additional insurance as soon as it shall come to their knowledge and shall pay the appropriate additional premium thereon from the date of inception.
 - c) Following the advice of any additional insurance as aforesaid, cover by this extension shall be fully reinstated.
 - d) No liability shall attach to the Company in respect of any Building, Machinery Plant or other contents while such property is otherwise insured.

All new additions to Buildings and/or Machinery and Plant not specifically insured/included during the currency of the Policy should be declared at the end of the year and suitable additional premium paid on pro rata basis from the date of completion of construction/erection of additions may be suitably adjusted.

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

"Other contents" in the above Clause shall mean "Furniture and Fittings" and does not include 'stocks'

213. On Account Payment Clause

It is hereby declared and agreed that progress payment on account of any loss recoverable under this Policy will be made to the Insured at such stages as may be mutually agreed upon if desired by the Insured and on production of an interim report and recommended payment on account amount by the loss adjuster (if appointed) that such payments are deducted from the final agreed claim settlement figures.

214. Original Equipment Manufacturer Clause

It is further noted and agreed that in the event of accidental physical Loss or damage to the Property Insured hereunder the Insured, at sole discretion, shall have the option to accept repair or replacement terms as offered by the Original Equipment Manufacturer (OEM) regardless of any other terms offered from other suppliers, manufacturer or fabricators. Provided always that the difference between the OEM quote and the lowest quote does not exceed 25% of the lowest quote and quotes are based on same technological specifications.

215. Outage Clause

Duration of the period from the time breakdown occurs resulting in shut down of the unit till the unit is synchronized and achieved full load or is in operation for 72 hours since synchronization, whichever is earlier would be considered as Single outage.

216. Outbuilding Clause / Roads Pavement / Street Furniture

The insurance by each item under Buildings is understood to include road pavement, roads, walls, gates and fences, small outbuildings, extensions, annexes, exterior staircase, fuel installations, steel or iron frameworks and tanks in the said premises and the insurance by each item under Contents extends to include the contents of each outbuilding. Limits as specified on policy schedule

217. Pairs And Sets Clause

In the event of insured loss or damage to the personal property, this policy

shall insure the resulting reduction in value of the remaining undamaged components or parts of products customarily sold as individual units or sold as pairs, sets, lots or in ranges.

At the Insured's option, the Insured may collect the full value of the pair or set provided the Insured tenders the remaining article or articles of the pair or set to the Insurer.

218. Personal Effects

The Policy is extended to include personal effects of the Insured's workers and visitors being at the premises used by the Insured, against an insured event, on condition that the insurer's liability in respect of the effects of one person shall not exceed a sum of Rs_____ and in the aggregate not exceeding

Rs_____

219. Personal Effects Clause I Property Of Employees And Visitors

It is hereby declared and agreed that, notwithstanding anything to the contrary in this Policy, the Company will pay for direct physical loss of or damage in respect of the Policy to personal effects (except vehicles) owned by Insured, Insured's officers, partners, employee or of others in Insured's care, custody or control when at a premises described in the Schedule. The coverage does not apply to theft from any vehicle. Company will pay no more than the limit of liability as mentioned in the Schedule.

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

220. Pig Retrieval

This Policy is extended to cover the necessary and reasonable costs incurred by the Insured in the retrieval of an inspection "smart pig" from a pipeline due to its non-functionality. Such indemnity to include costs of breaking into and repair of the pipe together with loss of product due to necessary flaring.

This extension is subject to a sub limit any one occurrence as mentioned in policy schedule

221. Power Banking Clause

It is hereby agreed and understood that in adjusting any loss, account shall be taken and an equitable allowance will be made, if any shortage in generation/ export of power from the Insured's plant as stated in policy schedule following a loss or damage falling within the scope of this policy, is postponed beyond the maximum indemnity period, on account of power banking arrangement between Insured and entity stated in policy schedule.

222. Premium Adjustment/ (Refund Of Premium Clause)

The premium hereunder this Section is provisional and shall be calculated on the basis as shown in the Annexure of this policy. If the insured declares after the expiry of this policy, the Actual Gross Profit earned during the policy period suitably adjusted to reflect the period of indemnity and in the event of this being less than the sum insured thereon, as certified by the insured's statutory auditors, a return of premium not exceeding 50% of the premium paid for the Policy period will be made in respect of the differences. If the Annual Gross Profit is more than the sum insured mentioned in the Policy, no additional premium would be payable. However, in such a contingency, the insured shall be considered as being his own insurer for the difference and shall bear a rateable proportion of loss.

If any loss, destruction or damage shall have occurred, giving rise to a business interruption claim under this policy, such premium adjustment shall be made in respect only of so much of the said difference as is not due to such loss, destruction, or damage.

BUSINESS SURAKSHA PLUS VARIANT 2**223. Preparation Of Lost Records**

It is hereby understood and agreed that the Insurance is extended to indemnify the Insured in respect of costs necessarily and reasonably incurred in preparing /rewriting or redrawing Plans / Specifications / lost records of the contract works insured hereunder, when such Plans/ Specifications or records are lost or damaged by any cause not excluded under the Policy and the Insured needs to have them prepared, redrawn or rewritten in order to complete the project or to enable payment to be made for works already carried out. The liability of the Insurers shall not exceed in the aggregate during the Policy period the Sum Insured set forth in The Schedule. Subject otherwise to the terms, exclusions, conditions and limitations of this Policy.

224. Preparation Of Lost Records / Cost Of Recompiling Records / Cost Of Re-Writing Records

It is hereby agreed and declared that company will Indemnify the insured cost, charges and expenses incurred in replacing and/or restoring documents but only for the value of the material and not for their value to the insured which may have been destroyed, lost or mislaid. The documents may be deeds, books, plans agreements, maps, plans, record, certificates and likes but not bonds, currency notes, coupons and other negotiable instruments subject to limit of indemnity as specified in the schedule.

225. Preventative Expenses

The Policy covers expenses which the insured incurred to prevent loss or damage by an insured peril even if no actual loss or damage to the insured property itself was caused and this on condition that such costs were vital for the preservation of the wholeness of the insured property same being subject to immediate and actual risk

226. Prevention Of Access -Version 3

It is hereby agreed and understood, 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 the insurance by this policy extends to include loss resulting from interruption of or interference with the Insured's business in consequence of loss as insured or the use of such property with a ___ km radius of the Insured's business premised (including new or additional premises as declared, endorsed and insured) which shall prevent or hinder the use thereof or access thereto whether the premises or property of the insured is damaged or not.

The insurance by the provisions of this clause includes the occurrence of rising flood waters and snow drifts at the premises of the Insured or upon any road, bridge or rail access to the premises of the Insured within a ___ km radius of the Insured's premises. The indemnity provided herein shall be subject to the limit of indemnity and deductible as specified below:

Limit of Indemnity:

Deductible:

227. Prevention Of Access/Denial Of Access - Version 1

Prevention of access with a maximum limit of 30 days (over and above the policy time excess) and within a maximum radius of five kilometers from the Insured's premises and only inland. Coverage under this section shall extend to include loss or reduction resulting from cessation, interruption, interference or inhabitation to the business as consequence of physical destruction of or damage to property belonging to the Insured or property within a radius of 5 kms from the insured premises (inland only) which prevents or hinders the use of or access to the premises (excluding port blockage).

228. Prevention Of Access/Denial Of Access - Version 2

Cover is provided for necessary interruption of business resulting in loss of revenue and all other earnings to the Insured from reduced income and or no income resulting from Total Prevention of access to the operational locations (as mentioned above) of insured caused by or arising from an insured peril as defined below, occurring within the vicinity of 5 Kms from the insured's premises inland only, resulting into loss of revenue income to the insured with or without physical damage to plants.

Perils Covered:

1. Earthquake, Storm, Tempest, Inundation, Flood, Cyclone, Hurricane and Tsunami within the territories of said plants.
2. Bomb hoax, Blockade of public access roads due to any authorities, dispute, Public demonstration, Riots, Strike and Malicious damage.
3. Bandh including actual bandh called or bandh like situation due to perceived threat by any political party/group/groups of people on account of death of any political leader/film personality/ or any other person.

Limit of Indemnity: 30 days Maximum as specified in policy schedule,

Deductible: Business Interruption - 3 Days of standard Gross profit or as specified in policy schedule

229. Primary And Non-Contributory

The cover provided under this policy is a primary cover without any right of contribution from any other insurance.

230. Primary Insurance Clause

Notwithstanding the general conditions of this policy, the Insurers hereby agree that the insurance by this policy shall be primary without right of contribution of any other insurance carried by or on behalf of the named Insured with respect to their respective interests in the insured property.

231. Professional Accountants

Any particulars or details contained in the Insured's books of account or other business books or documents which may be required by the Insurers under the conditions of this Policy for the purpose of investigating or verifying any claim hereunder may be produced by professional accountants if at the time they are regularly acting as such for the Insured and their report shall be prima facie evidence of the particulars and details to which such report relates.

The Insurer will pay to the Insured the reasonable charges payable to the Insured to their professional accountants for producing such particulars or details or any other proofs, information or evidence as may be required by the Insurer under the terms of this Policy and reporting that such particulars or details are in accordance with the Insider's books of account or other business books or documents.

Provided that the sum of the amount payable under this clause and the amount otherwise payable under the Policy shall in no case exceed the liability of the Insurer as stated in the Schedule.

232. Professional Fees

The insurer shall indemnify the insured in respect of professional fees and related costs necessarily incurred to reinstate loss of or damage to property insured but not for preparing claims.

The amount payable for such fees shall not exceed those authorized under the scales of the respective institutions or bodies regulating such charges or the limit of indemnity specified in the schedule, whichever is the lower.

233. Property In Course Of Construction / Minor Works

This policy will provide automatic coverage for new projects by way

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of alterations and/or constructions and /or re-construction and/or additions and /or maintenance and /or testing and commissioning and /or modifications and/or work carried out in insured premises property in course of construction /erection including testing upto 4 weeks and commissioning and with a Sum Insured of any one project limit and aggregate limit as stated in policy schedule for the policy period excluding testing of gas conversions of the project insured subject to intimation to the insurer within 60 days of the commencement of erection. At the option of the insured, the interests of the contractors and/ or sub-contractors is hereby assumed for work being performed for the insured including temporary structures, tools, equipment and materials incidental to such work.

The clause is subject to the following exclusions:

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

Notwithstanding other terms and conditions herein, this extension of the policy shall only pay in excess or more specific insurance , if any, arranged in respect of such project work. The deductibles of this Policy shall not apply where the amount payable under such other insurance exceeds the deductible herein but in no case shall any loss be payable below the deductible amount herein.

234. Property In Course Of Erection And/Or Demolition

The insured property is covered against the insured perils if same is undergoing erection, placing, building, assembly, running-in, repair, dismantling, transfer and demolition works in the premises being used by the Insured in the course of the normal conduct of the insured's business.

The cover does not apply to:

- (a) To property, to the extent that same is insured under a Contractor's Work Insurance Policy, which was effected by the Insured or on its behalf.
- (b) If the value of the works exceeds _____.
- (c) The property is erected at a new site, which was not yet transferred to the custody of the Insured.

In order to obviate doubt it is hereby clarified that the contents of this paragraph do not derogate from the cover granted under the Policy for the rest of the property of the Insured in respect of loss or damage from an event covered under the Policy and resulting from the execution of such works

235. Property In Open

The insured property is also covered against the insured risks at the time of same being situated in the open except for loss or damage to property which by its nature is not to be situated in the open, due to natural / AOG perils.

The liability of the Insurer under this extension shall be limited to not exceed _____per location unless any revision specifically mentioned in the policy schedule

236. Property Not On The Insured Premises - Version 1

This policy extends to cover property of the Insured temporarily stored up to a limit as specified in the schedule.

237. Property Not On The Insured Premises - Version – 2

This policy extends to cover property (Machineries/ Equipments and Stocks) of the insured temporarily stored in unspecified locations outside

the insured premises upto a limit at any one location each and every loss and in the aggregate stated in schedule for the policy period subject to these properties being part of the declared Sum Insured.

238. Property Outside The Insured Premises

The insured property is also covered against an insured event whilst it is outside the premises specified in the Schedule, anywhere within the boundaries of India for every purpose connected with the business of the Insured. For the purpose of defining burglary risk, if expressly stated in the schedule, the phrase "insured premises" shall also include the premises of others where the insured property is situated.The liability of the Insurer under this extension shall be limited to _____per location unless any revision specifically mentioned in the policy schedule. This sum is on the basis of a "first loss" which is not subject to under- insurance.

239. Property Sustainability Clause

This policy extends to include the additional costs as specified in policy schedule , incurred by the insured resulting from a loss or damage insured under this policy, in case the reinstatement, rebuilding, salvage and/or clearance is being conducted in a sustainable way but reinstated/repaired structure no way superior to the structure prior to the occurrence of loss

240. Property, Which Is Not Owned By The Insured

It is hereby declared and agreed that for the purpose of this section, the definition of insured property in the property section noted in the Schedule shall also be regarded to include leased premises or hired premises and equipment which do not belong to the Insured, but is being used by him at the premises, notwithstanding that they are not covered and are not included in the sum insured of the property section. This on the condition that the said property is insured on the date of the insured event by another valid Policy which covers the property damage on reinstatement value basis.

241. Protection And Preservation Of Property Clause -Version 1

This Policy covers:

- (i) Reasonable and necessary costs incurred for actions to temporarily protect or preserve insured property; provided such actions are necessary due to actual, or to prevent immediately impending, insured physical loss or damage to such insured property.
- (ii) Reasonable and necessary:
 - Fire department fire fighting charges imposed as a result of responding to fire in , on or exposing the insured property.
 - Costs incurred on restoring and recharging fire protection systemsfollowing an insured loss.
 - Costs incurred for the water used for fighting a fire in, on orexposing the insured property.

This Additional Coverage is subject to the deductible provisions that would have applied had the physical loss or damage occurred.

Indemnity limited upto the amount specified in the schedule per event and in aggregate.

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

242. Protection And Preservation Of Property Version – 2

Subject to the Exclusions, Conditions and Limitations of the Policy to which this Extension is attached, in case of actual or imminent physical loss or damage of the type insured against by this Policy, this Policy is extended to cover the expenses incurred by the Insured in taking reasonable and necessary actions for the temporary protection and preservation of property insured hereunder, which expenses shall be added to the physical loss or damage otherwise recoverable, if any, under the Policy

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and be subject to the applicable deductible without increase in the limit provisions contained in this Policy.

The expenses so incurred shall be borne by the Insured and Underwriters proportionally to the extent of their respective interests. The Underwriters' portion of such expenses shall be limited to the extent that such expenses shall be limited to the extent that such expenses reduce loss which would otherwise be payable under the policy

243. Public Authority

This Section of the Policy includes such additional cost of reinstatement of the destroyed or damaged sections of the Property caused by a contingency insured against as may be incurred solely by reason of the necessity to comply with any Regulations, Bye-laws or Statutory Provisions relating to the reinstatement of Property provided that:

- i. the amount recoverable under this extension shall not include:
 - a) the cost of complying with any such Regulations, Bye-laws, or Statutory Provisions where destruction or damage occurs prior to inception of this Policy, or is not insured by this Policy, or where notice to comply has been served upon the Insured prior to the occurrence of any destruction or damage or in respect of any undamaged sections of the Property;
 - b) any increased rates, taxes, duties, charges, levies or assessment as a result of complying with such Regulations, Bye-laws or Statutory Provisions;
- ii. the work of reinstatement must be commenced within 12 months of the date of occurrence of any loss or damage unless permitted by the insurer within the said 12 months, and may be carried out wholly or partially upon another site, provided that the liability of the Insurer is not increased thereby.

244. Refractories, Catalyst & Consumables

It is hereby declared and agreed that damage to refractory lining, catalyst and consumable materials whilst in process following a loss or damage due a cause not excluded are covered under the policy.

Limits: As mentioned in policy schedule

245. Reinstatement Of The Sum Insured

If the Company at its option, reinstates or replaces the property damaged or destroyed, or any part thereof, instead of paying the amount of the loss or damage, or join with any other Company or insurer in so doing, the Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner, and in no case, shall the Company be bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the time of the occurrence of such loss or damage nor more than the sum insured by the Company thereon.

If the Company so elects to reinstate or replace any property, the Insured shall at his own expense, furnish the Company with such plans, specification, measurements, quantities and such other particulars as the Company may require and no acts done, or caused to be done, by the Company with a view to reinstatement or replacement shall be deemed an election by the Company to reinstate or replace.

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

246. Reinstatement Value Clause - Version 2

It is hereby declared and agreed that on the occurrence of a loss or damage to insured property covered by this Policy, the Insurer shall

compensate the Insured in respect of the reinstatement cost or the replacement cost of property of the same kind, character and type. For the purpose of this paragraph the term "reinstatement" means: In partial loss – repair, in total loss – re-erection or replacement.

This on the condition that the insurers liability shall be limited to the cost of the reinstatement or replacement of property of the same type or kind as the property, which was lost or damaged and which is not superior to the property damaged when new. Notwithstanding the aforementioned, the Insurer shall indemnify the Insured in respect of expenses for vital alterations and additions required by the Authorized Authorities (except those related to fire protections) in respect of the property which was damaged only and on condition that these requirements were not required by them prior to the insured event and provided that the extent of these alterations and additions shall not exceed 10% of the sum of the damage.

It is agreed that the insured is entitled to reinstate the loss at another location, provided insurer's liability is not thereby increased. All the above is subject to the following special provisions and to the Policy conditions, insofar as they have not been changed by this extension, and subject to the sums insured in the schedule

Special Provisions

- A. The reinstatement and replacement work is to be commenced and carried out at reasonable dispatch, and in any event, it is to be completed within 24 months from the date of the insured event or within such additional period as the Insurer shall give permission to, within the reinstatement period. In case the Insured failing to comply with this provision, the Insurers shall not be liable for any sum exceeding the sum which would have been due, but for this extension.
- B. As long as the Insured has not borne the reinstatement or replacement costs of the property which was lost or damaged, the Insurer shall not be obliged for any payment exceeding the sum which would have been due but for this extension. It is agreed that the ordering of property or the ordering of work for the purpose of reinstatement or replacement of the property which was lost or damaged shall be regarded as an expense which the Insured bore for the purpose of this extension, on condition that the property ordered as aforementioned is to be pledged in favour of the Insurer until its actual reinstatement.
- C. If the value of the actual reinstatement shall exceed the cost of the reinstatement on the date of the damage, the Insurers liability shall increase in accordance therewith up to of 10% of the reinstatement costs on the date of the damage and on condition that the insurance compensation shall not exceed the insurance sum/s specified in the schedule.
- D. It is agreed that if the property which was lost or damaged is not in current production, then the insurers liability shall be limited to the reinstatement or replacement cost of property in current production of as close a type to the property which was lost or damaged at the time of same being new and not being inferior thereto.
- E. If 90% of the replacement or the reinstatement, of the entire insured property covered under this extension, during the replacement or reinstatement period, exceeds the sum insured at the time of the insured event then the Insured shall be regarded as his own insurer in respect of the difference between the sum insured and 90% of the sum of the reinstatement or replacement as aforementioned and in accordance therewith, the Insured shall bear the pro-rata share of the loss or damage.
- F. This extension shall not be valid in respect of:
 - (a) Machinery or equipment, which was no longer in current use prior to the occurrence of the insured event.
 - (b) Property in respect of which the Insured failed to notify within 6 months of the occurrence of the insured event, (or within such additional period as the Insurer shall permit) of its intention to base his claim as specified in this extension. (

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- c) Property, which the Insured does not wish or is unable to replace or to reinstate.
 - (d) Personal property of the insured's employees and the Insured's visitors.
- G. In order to obviate doubt, it is clarified that insured property which was not directly damaged due to a covered peril, but in respect of which a demolition order was issued or use thereof has been prohibited by the authorized Authorities following damage to the premises of the Insured or in its immediate vicinity by a covered peril, shall be regarded as property which was directly damaged from a covered peril.

247. Reinstatement Value Clause - Version 1

It is hereby declared and agreed that in the event of the property insured under the stated items within the Policy being destroyed or damaged, the basis upon which the amount payable under (each of the said items) of the Policy is to be calculated shall be cost of replacing or reinstating on the same site or any other site with property of the same kind or type but not superior to or more extensive than the insured property when new as on date of the loss, subject to the following Special Provisions and subject also to the terms and conditions of the Policy except in so far as the same may be varied hereby.

Special Provisions

1. The work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the Insured subject to the liability of the Company not being thereby increased) must be commenced and carried out with reasonable dispatch and in any case must be completed within 12 months after the destruction or damage or within such further time as the Company may in writing allow, otherwise no payment beyond the amount which would have been payable under the Policy if this memorandum had not been incorporated therein shall be made.
2. Until expenditure has been incurred by the Insured in replacing or reinstating the property destroyed or damaged the Company shall not be liable for any payment in excess of the amount which would have been payable under the Policy if this memorandum had not been incorporated therein.
3. If at the time of replacement or reinstatement the sum representing the cost which would have been incurred in replacement or reinstatement if the whole of the property covered had been destroyed, exceeds the Sum Insured thereon or at the commencement of any destruction or damage to such property by any of the perils insured against by the Policy, then the Insured shall be considered as being his own insurer for the excess and shall bear a rateable proportion of the loss accordingly. Each item of the Policy (if more than one) to which this memorandum applies shall be separately subject to the foregoing provision.
4. This Memorandum shall be without force or effect if
 - a) the Insured fails to intimate to the Company within 6 months from the date of destruction or damage or such further time as the Company may in writing allow his intention to replace or reinstate the property destroyed or damaged.
 - b) the Insured is unable or unwilling to replace or reinstate the property destroyed or damaged on the same or another site.

248. Removal Of Debris - Version 1

It is hereby declared and understood that the insurance extends to cover costs and expenses necessarily incurred by the Insured in the removal of debris from the premises of the Insured; dismantling or demolishing; shoring up or propping; of the portion or portions of the property insured (specified as being insured by this Endorsement in the Schedule of) this Policy destroyed or damaged by perils hereby insured against but not

exceeding in the aggregate the amount stated in the Schedule in respect of this Endorsement.

249. Removal Of Debris (Excluding External Debris) - Version 2

It is further agreed that this policy includes the cost and expenses of clearing debris, including the cost of cleanup, after loss, destruction or damage by a contingency insured hereunder including but not limited to the costs and expenses actually incurred in the necessary dismantling, removal, demolition, shoring up or propping, clearance of drains and sewers temporary boarding up of the property so destroyed or damaged including undamaged portions and the removal of debris (including the removal of contents whether damaged or undamaged) provided that:

- i. Such costs are not recoverable under any other policy of insurance.
- ii. No liability is assumed for the expense of removal of any property or part thereof, the removal of which is solely required by any government law or public ordinance.

Provided that this policy does not insure against the costs of decontamination or removal of water, soil or any other substance on or under the premises insured hereunder.

It is condition precedent to recovery under this extension that the insurer shall have paid or agreed to pay for direct loss or damage to the property insured hereunder unless such payment is precluded solely by the operation of any deductible.

Limit of liability - Linked to claim amount as given...Each and every loss

250. Repair Of Minor Damages

Upon notifying the Insurer, the insured may repair any minor damage or replace any parts of the Property Insured that have sustained minor damage. In all other cases, the Insurer shall be given the opportunity to inspect the loss or damage before the repairs are effected and if the Insurers does not carry out the inspection with a period of time which could be considered reasonable under the circumstances, the insured shall be entitled to proceed with the repair or replacement.

Limit: as specified in policy schedule for each and every loss

251. Repeat Test

If as a result of loss or damage due to a peril insured against hereunder it becomes necessary to repeat any test and/or trial or to carry out subsequent test(s) and/or trial(s), Insurers hereon will bear the cost of any such repeated and/or subsequent test(s) and/or trial(s) subject to the Policy limit

252. Resilient Repairs Clause

This insurance extends to include the reasonable additional cost of reinstatement incurred with the consent of the insurers to make Resilient Repairs during the reinstatement, repair or replacement of the Property Insured following Damage.

For the purposes of this extension, Resilient Repairs shall mean improvements intended to mitigate and if possible prevent a recurrence of the same insured peril, including but not limited to the type of materials used in the reinstatement of the Property Insured, and the design and construction of the building and its internal and external fixtures and fittings.

253. Right Of Way Charges Post an Indemnifiable Loss

It is hereby agreed and declared that in the event of insured peril the expenses related to route improvements or charges incurred or paid to surrounding land owners in order to get the vehicles carrying people, capex and machineries required for reinstatement of the damaged assets to access or reach the project site is covered up to limit mentioned in

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policy schedule.

254. Service Interruption

This extension is subject to the exclusions, conditions and limitations of this Policy to which this extension is attached. In consideration of the Premium paid, it is understood and agreed that if this Policy covers business interruption such coverage shall extend to actual loss sustained resulting from necessary interruption of Business Insured caused by direct sudden and accidental physical loss or damage sustained, as covered by this Policy to which this extension is attached, to gas, electric, water and telephone facilities supplying the Insured's Location(s). Transmission and distribution lines, however, shall be limited to within _____ feet of the Insured's Location. The Insurer shall not be liable under this extension for more than the sublimit specified under the Schedule of this Policy for service interruption, which shall apply to all loss arising out of any one Occurrence. All other terms and conditions of this Policy remain unchanged

255. Shut Down/Start Up Clause - Version 2

It is hereby agreed and declared that this policy extends to cover Shut Down and Start Up Costs necessarily and reasonably incurred by the Insured consequent upon a loss or damage covered by this policy. Shut Down.

256. Start Up Clause -Version 1

The Insurer shall indemnify the Insured up to the limit of indemnity as specified in the schedule, in respect of the actual shut down and start up costs for power and other utilities namely water, electricity, steam, gas and necessarily as well as fuels and combustibles to reestablish the plant it was at the time of the damage subject to limit specified. Start up cost due to normal and/or emergency shut down not recoverable.

257. Shutdown / Startup Costs Version – 3

On the occurrence of an event which leads to a damage or loss covered under this Policy of Insurance covers actual loss 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 reestablish the plant in the operational state it was at the time of the damage in a normal start-up procedure and subject to the sublimit entered in The Schedule. Start-up costs will not be recoverable under normal or emergency shut down operations

258. Smoke Damage Cover - Version 1

It is hereby declared and agreed that the insurance under this Policy shall, subject to terms, conditions and exclusions of this Policy and also subject to terms, conditions and exclusions hereinafter contained, extend to cover Accidental damage to Property caused by Smoke upto the Indemnity mentioned below.

For the purpose of this extension, Smoke is defined as: Smoke due to a sudden, unusual and faulty operation of any heating unit, only when such unit is connected to a chimney by a smoke pipe or vent pipe, and whilst in or on the Premises due to a structural damage to heating apparatus, but not smoke from fire places, chimneys, normal conduits or industrial apparatus.

Special Conditions: For the purpose of this clause but not otherwise, following special conditions shall apply:

1. It is warranted by the Insured that all heating installations and cooking apparatus will be regularly maintained and all chimneys flues and similar conduits be kept clear of soot grease or other deposits.
2. This Policy does not cover smoke escaping from open fire places.

The Indemnity provided under this extension, is limited to _____ (as mentioned in policy schedule) in respect of any one occurrence and in aggregate respect of the Period of Insurance

259. Smoke Damage Cover - Version 2

Policy may be extended to include destruction of or damage to the property insured (by fire or otherwise) directly caused by smoke, soot , corrosive gases and heat waves.

260. Smoke Soot Corrosive Gases, Heat Waves Damage Cover - Version 1

Policy may be extended to include destruction of or damage to the property insured (by fire or otherwise) directly caused by smoke, soot , corrosive gases and heat waves

261. Soft Costs

This Policy covers the Actual Loss Sustained incurred by the Insured of Soft Costs during the PERIOD OF LIABILITY arising out of the delay of completion of buildings and additions under construction directly resulting from physical loss or damage of the type insured to insured property under construction at an Insured Location.

1. References and Application. The following term(s) wherever used in this Policy means:

- a. Soft Costs: Expenses over and above normal expenses at Locations undergoing renovation or in the course of construction limited to the following:
 - (i) Construction loan fees - the additional cost incurred to rearrange loans necessary for the completion of construction, repairs or reconstruction including; the cost to arrange refinancing, accounting work necessary to restructure financing, legal work necessary to prepare new documents, charges by the lenders for the extension or renewal of loans necessary.
 - (ii) Commitment fees, leasing and marketing expenses - The cost of returning any commitment fees received from prospective tenant(s) or purchaser(s), the cost of re-leasing and marketing due to loss of tenant(s) or purchaser(s).
 - (iii) Additional fees - for architects, engineers, consultants, attorneys and accountants needed for the completion of construction, repairs or reconstruction.
 - (iv) Carrying costs - property taxes, building permits, additional interest on loans, realty taxes and insurance premiums.

Subject otherwise to the terms, exceptions and conditions of the Policy. Limits as specified on policy schedule

262. Solicitors' And Professional Mens' Fees

1. On Gross Profit
2. On Additional Expenditure
3. On Legal, Clerical and other charges

The insurance under Item no 1 limited to loss of Gross Fees and Increase in Cost of Working and the amount payable as indemnity thereunder shall be:-

- (a) IN RESPECT OF LOSS OF GROSS FEES: the amount by which Gross Fees earned during the Indemnity Period shall, in consequence of the Damage, fall short of the Standard Gross Fees.
- (b) IN RESPECT OF INCREASE IN COST OF WORKING: the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Gross Fees which, but for that expenditure, would have taken place during the Indemnity period in consequence of the Damage, but not exceeding the reduction in Gross Fees thereby avoided.

Less any sum saved during the Indemnity Period in respect of such

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of the charges and expenses of the business as my cease or be reduced in consequence of the damage.

Provided that if the Sum Insured by this Item be less than * the Gross Fees, the amount payable shall be proportionately reduced.

THE INSURANCE UNDER ITEM 2 is limited to such further additional expenditure beyond that recoverable under Item 1(b) as the Insured shall necessarily and reasonably incur during the Indemnity Period in consequence of the damage in connection with the fitting up of Temporary Offices, increased Rent, Rates, Taxes, Lighting, Heating and Insurance thereof, removal costs and expenses incidental thereto.

THE INSURANCE UNDER ITEM NO 3: is limited to Legal, Clerical and other charges necessarily incurred in the replacement or restoration of deeds and other documents (including stamps thereon) manuscripts, plans, specifications and writings of every description and books (written and printed), books of account, card indexes and other business records, not exceeding in respect of any one document, plan, book or card index set the sum shown on the schedule

Definitions

GROSS FEES – The money paid or payable to the insured for services rendered in course of the business at the premises.

INDEMNITY PERIOD – The period beginning with the occurrence of the damage and ending not later than period as mentioned in the schedule thereafter during which the results of the business shall be affected in consequence of the damage.

ANNUAL GROSS FEES –The Gross Fees earned during the twelve months immediately before the date of the damage. To which such adjustments shall be made as may be necessary to provide for the trend of the business and for variations in or special circumstances affecting the business either before or after the damage or which would have affected the business had the damage not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which, but for the damage, would have been obtained during the relative period after the damage.

STANDARD GROSS FEES –The Gross Fees earned during that Period in the twelve months immediately before the date of the damage which corresponds with the Indemnity Period.

Memo 1: If during the Indemnity Period services shall be rendered elsewhere than at the premises for the benefit of the business either by the Insured or by others on his behalf the money paid or payable in respect of such services shall be brought into account in arriving at the Gross Fees during the Indemnity Period.

Memo 2: The Insurance by item 3 extends to cover property as therein described if and in so far as it is not otherwise insured whilst temporarily removed to any premises not in the insured's occupation and whilst in transit between such places by road, rail or inland waterway, in India to an amount not exceeding 10 percent of the sum insured by the said item.

Memo 3: If the Insured declares, at the latest twelve months after the expiry of any Period of Insurance, that the Gross Fees earned (or a proportionately increased multiple thereof where the maximum Indemnity Period exceeds 12 months) during the accounting period of 12 months most nearly concurrent with any period of Insurance, as certified by the Insured's Auditors, was less than the Sum Insured thereon, a pro-rata return of premium not exceeding 50% of the premium paid on such Sum Insured for such period of Insurance shall be made in respect of the difference.

If any damage has occurred giving rise to a claim under this policy, such return shall be made in respect only of said difference as is not due to the damage.

Note: As regards the rate for covering Professional Mens' Fees, the standard percentage scale of the basis provided in the Consequential Loss (Fire) Tariff would be applicable to such covers.

263. Spare Rotor Warranty

It is hereby agreed and declared that the insured shall at all times during the currency of the policy maintain at the insured premises, one set of spare turbine rotor (s) of similar capacity to the ones insured hereunder. In the event of damage to any of the Turbo Generator set (s) insured hereunder by a cause not excluded under the policy, necessitating replacement of the turbine rotor, the insured shall utilize such spare rotor (s) for reinstating the insured property without waiting for arrival of replacement rotor by the manufacturers / suppliers of such equipment affected. It is also hereby agreed and declared that the application of this warranty is limited only for the purpose of determining the waiting period (time excess) under the policy and its non compliance shall not prejudice an otherwise admissible claim under this policy.

264. Special Expenses After Damage

The Policy is extended to include:

- Necessary expenses for the purpose of guarding the insured property immediately after an insured event following which there is a need for special guarding of the damaged property or remains, that, but for the damage its existence would have been unnecessary.
- The necessary expenses for the purpose of destroying property which was damaged by an insured event and which endangers the Insured's workers and/or the insured property, after and in consequence of the damage.
- Additional reasonable expenses required for the purpose of repairing or replacing insured property as soon as possible due to a loss or damage covered by this Policy and without derogating from the generalities aforementioned, specifically including payment in respect of overtime, works on holidays and also air freight.
- Additional reasonable operating expenses required in order to enable the continuous functioning of the insured business during the period required to execute the replacement or repair of property, which was damaged by a covered event.
- Necessary expenses for the purpose of adapting the insured property, which was not damaged to property replacing the property, which was damaged.

Insurer's liability in respect of the sum total of expenses in terms of this extension shall not exceed ___% of the insurance compensation due to the Insured but for this extension or Rs___, the lower of the two, any one occurrence and in the aggregate.

265. Special Warranties Regarding Coal Stocks

Coal Stock at plants/ports to be covered to a limit as specified in policy schedule in the aggregate for the policy period (combined Material Damage and Business Interruption). The coal stock for (Insured name) to be clearly earmarked and segregated and in the event of mixing of coal stock with other entities, the cover would cease. The storage of coal stocks both onsite and offsite would be subject to warranties as below:

- Warranted that adequate drainage facilities are provided to prevent accumulation of water due to watering
- Warranted that majority of the hotspots within 1-1.25 meters of the surface and all stacks should be inspected weekly for overheating
- Warranted that temperature at frequent intervals within the stack to be measured/ monitored at different surface levels
- Warranted sufficient provision for water spraying system should be made all along the coal area storage facility
- Warranted that the water monitor provided at the storage should be checked on weekly basis for its efficiency
- Warranted that all water sprinkler heads in the storage area need to be cleaned once in month for its smooth functioning g. Warranted that unlayered, uncompacted coal pile to be limited to a height of 5m; and maximum height of 8m for layered and packed coal. The

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limit as specified in policy schedule is inclusive of cover for spontaneous combustion of coal at power plant/port for which the limit would be aggregate for the policy period or limit as specified in schedule (combined Material Damage and Business Interruption).

266. Spoilage Material Damage Cover

Policy may be extended to include spoilage risk subject to the following conditions:- This cover shall extend to material damage, i.e.

- (i) Loss of stock in process; and
- (ii) Damage to machinery, containers and equipment (including cost of removal of debris and cleaning) and shall be provided by a separate item of the SFSP Policy subject to the Conditions that the perils causing the spoilage should be the same as those covered under the Policy.

The following endorsement wording shall be used.

"In consideration of the payment of the an additional premium as specified in schedule, it is hereby agreed and declared that, notwithstanding anything contained to the contrary, in the within written Policy, the insurance under Item No mentioned in schedule of this policy shall extend to cover loss or damage by Spoilage resulting from the retardation or interruption or cessation of any process or operation caused by any of the perils covered under this Policy, provided that liability for destruction of or damage to the property insured described in the schedule ;to this policy, or any part of such property, is first admitted by the company.

PROVIDED ALWAYS THAT all the conditions (except in so far as they may be hereby expressly varied shall apply as if they had been incorporated herein and that any reference therein to the loss or damage caused by insured perils shall be deemed to apply also to loss or damage caused by Spoilage which peril this insurance extends to include by virtue of this Endorsement."

11.1. SPECIAL CONDITIONS

For the purpose of this Endorsement but no otherwise, the following special conditions shall apply:

Average: If the property hereby insured against spoilage shall, at the time of occurrence of any loss or damage, be collectively of greater value than the sum insured on machinery, containers, equipment and stocks in the specified blocks, then the Insured shall be considered as being his own insurer for the difference and shall bear rateable proportion of the loss accordingly. Every time, if more than one, of the Policy shall be separately subject to this condition. PROVIDED THAT it is hereby further expressly agreed and declared that the liability of the Company shall in no case under this endorsement and the Policy exceed the sum insured item Nos. as specified in schedule of this Policy

Sum to be insured:

The cover must be for all stocks and machinery, container and equipment in specified blocks, specified sums being declared for each block and must be made subject to 'Average'

267. Spoilage Of Stock

Despite the said in exclusions 1-i and 3 of the Policy Exclusions, it is hereby agreed that the Policy is extended to cover spoilage of food products in cold storage due to interruption in refrigeration, all the aforementioned under the condition that same were caused as a result of the insured event. This cover is limited to Rs_____ any one occurrence and in the aggregate.

In order to obviate doubt, spoilage of food products emanating directly from an insured event is covered for the full sum of the stock insurance

268. Spontaneous Combustion - Version 1

"In consideration of the payment by the Insured to the Company of additional premium as specified in schedule the insurance of item as specified in schedule of this policy shall extend to include loss or damage by fire only of or to the property insured caused by its own fermentation,

natural heating or spontaneous combustion."

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

269. Spontaneous Combustion - Version 2

This policy shall extend to include loss or damage by fire only of or to the property insured caused by its own fermentation, natural heating or spontaneous combustion.

Limit - EEL and in the aggregate for the policy period as stated in policy schedule. The above cover is subject to the following warranties

- i. Warranted that adequate drainage facilities are provided to prevent accumulation of water due to watering
- ii. Warranted that majority of the hotspots within 1-1.25 meters of the surface and all stacks should be inspected weekly for overheating
- iii. Warranted that temperature at frequent intervals within the stack to be measured/monitored at different surface levels
- iv. Warranted sufficient provision for water spraying system should be made all along the area storage facility
- v. Warranted that the water monitor provided at the storage should be checked on weekly basis for its efficiency
- vi. Warranted that all water sprinkler heads in the storage area need to be cleaned once in month for its smooth functioning.

270. Sprinkler Up Gradation Cost: - Version 1

It is agreed that in the event of Damage to a sprinkler installation which conforms to the latest rules on compliance of safety rules on Sprinkler Installations if the Insurer of the premises in which the installation is contained require that the repaired or reinstated installation shall conform to the Loss Prevention Rules for Sprinkler Installations current at the time of reinstatement then this Policy shall cover such additional costs Such costs shall include inter alia the provision of any additional pipework pumps tanks and the cost of associated building works. The liability of the Insurer under this clause shall in no case exceed the Sum Insured on the item including such sprinkler installation.

271. Sprinkler Up Gradation Cost: - Version 2

Notwithstanding anything to the contrary contained in this Policy, it is hereby understood and agreed that the Policy of insurance extends to include the cost of replenishment of sprinkler head in the process of minimizing destruction or damage incurred hereby. The liability of the Insurer under this clause shall in no case exceed the Sum Insured on the item including such sprinkler installation.

272. Start Up Expenses

It is hereby agreed and declared that this policy extends to cover start-up costs necessarily and reasonably incurred by the insured consequent upon a loss or damage covered by this policy.

273. STFI Cover

Policy cover loss due to Storm, tempest , flood and inundation.

274. Sue And Labor Clause -Version 1

This policy extends to cover any reasonable expenses being incurred by the Insured in their efforts to recover safeguard or preserve the Property Insured to minimise any imminent or actual loss as insured under the Policy or to prosecute in its own name any claim for indemnity or damages or otherwise against any persons in respect of such loss the Insurer shall pay such expenses.



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275. Sue And Labour Clause - Version 2

In case of actual or imminent physical loss or damage to insured Property by a peril insured against, it shall without prejudice to this insurance, be lawful for the Insured, their factors, servants, or assigns to sue, labour, and travel for, in, and about the defence, the safeguard, and the recovery of the Property or any part of the Property insured hereunder. In the event of loss or damage, the acts of the Insured or of the Insurers in recovering, saving, and preserving the insured property shall not be considered a waiver or an acceptance of abandonment. The expenses so incurred under this clause shall be borne by the Insured and the Insurers proportionately to the extent of their respective interests.

276. Tax Treatment Of Profit - Version 1

The Insurer shall indemnify the Insured, in respect of the increased tax liability from an insured loss at an Insured Location if the tax treatment of:

- 1) the profit portion of a loss payment under this Policy involving finished stock manufactured by the Insured; and/or
- 2) the profit portion of a TIME ELEMENT loss payment under this Policy; is greater than the tax treatment of profits that would have been incurred had no loss occurred.

277. Tax Treatment Of Profit - Version 2

This Policy covers the increase in tax liability as described herein incurred by the Insured. Coverage A:

The increase in tax liability from an insured loss at an insured location if the tax treatment of:

- 1) the profit portion of a loss payment under this Policy involving finished stock manufactured by the Insured; and/or
- 2) the profit portion of a TIME ELEMENT loss payment under this Policy; is greater than the tax treatment of profits that would have been incurred had no loss happened.

Coverage B:

If loss payment under this Policy cannot be made in the country where the loss happened such loss is to be paid in the currency of this Policy in a country designated by the Insured where such payment is legally permissible. The Insured will cooperate with the Company in making every reasonable effort to pay the loss or portion of it in the country in which the loss happened.

The Company will pay the net amount required to offset local taxes on income with due consideration to any tax relief/credit that accrues because of such payment using the Formula described below. Such Formula will not apply if the calculation of additional payment results in an amount less than zero

The actual payment under this Additional Coverage will be adjusted and reduced by all appropriate tax credits and/or tax relief entitled and/or received by the Insured and/or the local entity where the loss happened provided that an income tax liability is incurred.

Any payment under this Additional Coverage will be made only after completion and acceptance by the Company of audited tax returns for the period in question for both the country where a payment under this Additional Coverage is made and the country where the loss happened.

Formula:

$$\text{Additional Payment} = [a (1 - c) / (1 - b)] - a$$

Where:

a = loss otherwise payable under this Policy except for operation of this coverage, after due consideration for any applicable deductible(s).

b = the net effective rate of the sum of: any taxation (a positive number) plus any tax relief/credit (a negative number) that accrues in the country where loss payments are received.

C = the net effective rate of the sum of: any taxation (a positive number)

plus any tax relief/credit (a negative number) that accrues in the country where the loss happened.

The rates referred to will be the respective corporate income tax rates in effect on the date of the loss.

278. Temporary Removal (Excluding Stocks) - Version 2

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

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

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

279. Temporary Removal Of Property

- 1) When insured property is removed from an insured location for the purpose of being repaired or serviced or in order to avoid threatened physical loss or damage of the type insured by this Policy, this Policy covers such property:
 - a) While at the premises to which such property has been moved; and
 - b) For physical loss or damage as provided at the insured location from which such property was removed.
- 2) This Additional Coverage does not apply to property:
 - a) Insured, in whole or in part, elsewhere in this Policy.
 - b) Insured, in whole or in part, by any other insurance policy.
 - c) Removed for normal storage, processing or preparation for sale or delivery.

280. Temporary Removal Of Stocks Clause

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

The pro-rata condition of average should be applied to the limit of stocks temporarily removed as well as to the total sum insured of such stock under the policy

281. Temporary Repair Clause - Version 1

It is agreed that in case of loss the Insured, if they so elect, may immediately begin repairs or reconstruction but such work shall at all times be open to supervision by the Insurer or their representatives and in case of dispute as to the cost of repair and/ or reconstruction the loss shall be settled in accordance with the terms of this policy, the sole object of this condition being not to deprive the Insured from the use of operating properties which may be necessary to their business. Evidence of loss to be photographed and if any damaged items are replaced the same is to be preserved for inspection by the surveyors. It is further noted and agreed that in the event of physical loss or damage to the property insured hereunder the Insured, at their sole discretion, shall have the option to accept repair or replacement terms as offered by the Original Equipment Manufacturer (OEM) regardless of any other terms offered from other suppliers, manufacturers or fabricators. Provided always that the difference between the OEM quote and the lowest quote does not exceed 25% of the lowest quote and the quotes are based on the same technological specifications.

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Limit : As stated in policy schedule.

282. Tenants Improvements

It is hereby declared and agreed that the insurance in terms of this Policy covers loss or damage as a result of the insured perils in respect of investment in improvements, changes and installations of every type whatsoever which were executed by the Insured in the buildings maintained by him under lease whether the building itself is insured under this Policy or not on condition that the sum insured includes these investments.

283. Tenant's Improvements Clause / Tenants Clause

It is hereby agreed and declared that the coverage under this policy is inclusive of tenant's improvements, alterations and decorations up to the amount as specified in the schedule.

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

284. Tenant's Liability (Insured To Landlord And Other Tenants) - Version 1

The indemnity provided by this insurance extends to include all sums for which the Insured having insurable interest derived out of the terms of the lease agreement shall become legally liable to pay following upon damage to property occupied by the Insured, consequent upon the Insured's occupation of any premises or building as a tenant Provided that:-

1. such liability arises out of the normal occupational activity of the Insured at the premises described in the Schedule to the Policy or as otherwise confirmed by the Company or endorsed thereon
2. there shall be no liability on behalf of the Company following any property or portion of property or premises being sub-let by the Insured insofar as such property is concerned
3. the Insured shall not breach any contractual agreement or obligation between any landlord or any other tenant of the premises or property as such breach may have any bearing on the interests of the Company

In the event of any act of intent or any negligence or omission on behalf of any employee of the Insured to comply with the provisions of the Policy or the conditions of this clause; then the Company shall consider the consequences of such act of intent, negligence or omission as an indemnifiable event in terms of the provisions of the Policy and this clause provided the Insured can reasonably prove that they had no knowledge of such employee breaching the provisions of the Policy or this clause.

In the event of any Landlord to the Insured having effected insurance on behalf of the Insured as tenant; or the Insured as tenant being entitled to indemnity or compensation from any other source then the provision of such compensation shall be combined with such insurance and shall be considered to be the 'initial indemnity' and any amount having been paid for by such combined 'initial indemnity' shall be deducted from the indemnity provided for by this Policy. If such an amount of 'initial indemnity' shall exceed the limit of indemnity as provided by this Policy then there shall be no payment of indemnity in terms of this clause.

285. Tenant's Liability (Insured To Landlord And Other Tenants) - Version 2

This Policy covers the Insured's liability:

- 1) as a tenant or occupant under the articles of any civil or commercial code toward the owner for direct physical damage of the type insured to real or personal property of the type insured of the owner of the premises.
- 2) under articles of any civil or commercial code toward neighbours, co-tenants and other third parties for direct physical damage of the

type insured to real or personal property of the type insured of neighbours, co-tenants and other third parties.

- 3) as landlord under articles of any civil or commercial code for direct physical damage of the type insured to personal property of the type insured of tenants as a result of construction defects or lack of maintenance.
- 4) as tenant or occupant under the articles of any civil or commercial code for total or partial loss of use by the owner of the premises resulting from direct physical damage of the type insured.

286. Tenant's Liability Version – 3

Notwithstanding anything to the contrary in this policy or in any of its conditions, it is hereby agreed and declared that this policy is extended to pay those sums the insured becomes legally liable to pay because of loss or damage caused by fire or any insured peril, to the premises (including permanently attached building fixtures) rented or leased and occupied by the insured. The Company excludes any legal liability for loss or damage to the premises by fire or any insured peril solely by reason of the assumption of liability in a contract or agreement, however, this exclusion does not apply for loss or damage that the insured would have been liable for in the absence of the contract or agreement.

287. Testing And Commissioning Clause

It is hereby noted and agreed that this insurance does not cover destruction or damage to property in course of construction or erection, dismantling, revamp or undergoing testing or commissioning including mechanical, performance testing and any business interruption resulting there from.

Acceptance of property hereon is subject to satisfactory completion of the following procedures:

- a) Mechanical completion including testing
- b) Testing and commissioning
- c) Official acceptance by the insured following formal hand overcertificate procedure. (It being understood that no equipment faults or punch list items affecting operation integrity of the plant are outstanding, unless otherwise agreed by Insurers). Testing to 100% of design capacity maintained by each separate unit in a stable and controlled manner for a continuous ongoing period of minimum 72 hours.
- d) Fire suppression and detection systems are operational.

In the event that compliance with b, c, d will be deferred upon mechanical completion or testing, such alternative procedures which will be adopted prior to the attachment under the policy shall be agreed upon between the Insurer and the Insured on a case to case basis and the attachment of risk under the policy shall be subject to the approval of the Insurer.

Proviso: This exclusion does not apply to on-going maintenance/schedule turnaround. This exclusion also does not apply to revamp work subject, however, to the maximum contract value as declared within the Property in the course of construction Extension of the individual policies.

288. Third Party Liability & Damage To Surrounding Property - Version 1

This insurance will extend to insure sudden and unforeseen physical loss or damage to surrounding property of the insured described in the Schedule or to property held by the insured in trust or on commission or for which he is responsible; and to indemnify the insured in respect of any 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 property not belonging to the Insured nor held in trust or

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on commission nor for which he is responsible arising out of perils insured under Material Damage section.

With regard to a claim for compensation to which the indemnity provided herein applies, the insurers shall in addition indemnify the insured in respect of

- a. All costs and expenses of litigation recovered by any claimant from the insured
- b. All costs and expenses incurred with the consent of the insuree Provided that the liability of the Insurer 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

289. Trace And Access - Version 1

Subject to prior approval of the insurer the insurer will reimburse the insured with costs and expenses incurred in investigating and identify the cause of Damage, and of indentifying the location of such cause.

Such reimbursement will include costs (including consulting engineer's fees) incurred with the prior consent of the insurer in conducting investigation and/or tests into possible repair (whether or not successful) replacement or reinstatement of property suffering Damage.

290. Undamaged Ancillary And / Peripheral Equipment Clause

Where any machinery, plant or equipment is damaged as a result of operation of an insured peril, but the ancillary and peripheral equipment used in conjunction of the damaged equipment is NOT damaged, but rendered superfluous upon replacement of the damaged property, then such ancillary and/ or peripheral equipment will be considered as DAMAGED. Provided, however if such ancillary/ peripheral equipment is saleable as salvage, then such salvage value shall be deducted from the claim.

291. Undamaged Ancillary And / Peripheral Equipment Clause

Where any machinery , plant or equipment is damaged as a result of operation of an insured peril, but the ancillary and peripheral equipment used in conjunction of the damaged equipment is NOT damaged, but rendered superfluous upon replacement of the damaged property, then such ancillary and/ or peripheral equipment will be considered as DAMAGED. Provided, however if such ancillary/peripheral equipment is saleable as salvage, then such salvage value shall be deducted from the claim.

292. Undamaged Foundations

Notwithstanding anything to the contrary in this policy or in any of its conditions, it is hereby agreed and declared that, following the operation of an insured peril resulting in an admissible loss ,only the insured building is damaged with no damage to building's plinth and foundations ,with the consent of the insurer, if reinstatement of the damaged Property is to be carried out in any other position or elsewhere whether for reason of the exercising of state or local government requirements, the abandoned building's plinth and foundations will be considered as being destroyed by the Insured Peril and the Insured shall be indemnified subject to the terms and conditions of the policy and provided that the value of plinth and foundation has been declared by the Insured

293. Undamaged Stock And Loss On Re-Sale - Version 2

This Policy is extended to cover the cost of replacement of or modification to undamaged components of an item of Property insured following Damage.

294. Undamaged Stock And Loss Re-Sale- Version 1

The Policy extends to include loss sustained by the Insured directly as the result of deterioration of undamaged stock which cannot be processed promptly due to interruption of or interference with the Business in consequence of Damage to Property Insured.

This extension is subject to a sub limit any one occurrence as mentioned in policy schedule

295. Underinsurance Clause

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, it amounts to

under insurance, 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 "Property All Risk Policy", We will waive underinsurance up-to ____%.
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 ____% 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.

296. Uninsured Standing Charges Clause

If any standing charges of the Business be not insured by this Policy of Insurance (having been deducted in arriving at the Gross Profit as defined herein) then in computing the amount recoverable hereunder as Increase in Cost of Working, that proportion only of any additional expenditure shall be brought into account which the Gross Profit bears to the sum of the Gross Profit and the uninsured standing charges. Where the Specified working Charges (Uninsured Working Expenses) are recognised variable charges, the Uninsured Standing Charges Clause and the reference hereto should be deleted.

297. Unnamed Locations

5% of Total Sum Insured or limit as specified in policy schedule. All locations within India as per insured records are deemed to be covered under the policy subject to condition that the occupancy is related to insured's trade/Manufacturing activity/services covered under the policy. All other policy terms and condition remains unaltered.

298. Unoccupancy Clause

The insurance by this Policy will not be prejudiced in the event of any Building remaining unoccupied for a greater period than 30 days, notwithstanding anything contained in the Conditions of this Policy.

299. Unpacking Expense Clause

The Insurer shall indemnify the Insured up to the limit of indemnity as specified in the schedule, in respect of costs and expenses incurred by the Insured in taking inventory (including unpacking, repacking and restocking) to identify, quantify and value any property physically lost, destroyed or damaged by any peril insured against by this Section including examination of property not belonging to but in the care, custody or control of the Insured.

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



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300. Unrepaired Damages - Version 1

In the event of Insured not to replace or repair the damaged item covered under the policy and decides to continue with the damaged item after incurring necessary expenditure for safe working of the damaged item, the insurer shall indemnify amount incurred in making the item safe, plus the reasonable repair cost which would have been incurred by the Insured.

Had the Insured repaired the damaged item or incurred reasonable expenses equivalent to reduced life of the damaged item, the maximum indemnity shall not exceed the repair cost or the actual value whichever is lower.

301. Utility Extension - Power And Utilities Extension

Electricity Station Gas Works And Water Works

It is hereby agreed and declared that loss as insured by + (item No's as mentioned in the schedule of) this policy resulting from interruption of or interference with the business carried on by the insured at the premises described within in consequence of failure of electric supply at the terminal ends of the electricity service feeders*/Gas Works*/Water Works* from which the insured obtain electric Supply*/Gas*/Water* at the said premises directly due to Damage (as within defined) to property at an Electricity Station or Substation of Public Electricity Supply Undertaking*/Gas Works*/Water Works* (excluding Jack wells) from which the insured obtain electricity supply*/Gas*/Water* shall be deemed to be loss resulting from damage to property used by the insured at the premises

+ Delete if inapplicable

* Omit as may be necessary

Provided, however, that the Company shall not be liable for any loss occasioned by the deliberate act of the Government, Municipal or Local Authority or Supply Authority not performed for the sole purpose of safeguarding life or protecting any part of the supply undertaking's system or by the exercise by any such Authority of its power to withhold or restrict or ration supply not necessitated solely by Damage to the supply undertaking's generating or supply equipment by an insured peril. For the purpose of the above extension, the 'Indemnity Period' in respect of each damage or of a series of damages consequent on or attributable to one source or original cause shall be as follows:

"The period beginning with the occurrence of damage and ending not later than 60 days thereafter during which the result of the business shall be affected in consequence of the damage."

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

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

In any action, suit or other proceeding, where the Company alleges that by reason of the provisions of this Condition any loss or damage is not covered by this insurance, the burden of proving that this loss or damage is covered shall be upon the insured.

302. Valuable Papers & Records / Cost Of Re Writing Records Clause

The Insurer shall indemnify the Insured up to the limit of indemnity as specified in the schedule, in respect of physical loss or damage to documents, business books, registered mortgages, bill of lading, and any other document all of which must be of value to the Insured but only for the value of the materials as stationary together with the cost of clerical labour expended in writing up or restoring said documents but not for the value to the Insured of the information contained therein.

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

303. Vehicle Load Clause

In the event of the Insured's Property being left loaded in Vehicles or freight containers Overnight while in, on or about the premises hereby insured the Insurer will indemnify the Insured for the loss of or damage to

such Property caused by fire or any other peril insured hereby, provided always that the Insurer's Liability shall not exceed the sum insured of Property under the Policy.

304. Vessel Impact To Jetty

It is hereby declared and agreed that the Policy extends to cover the Insured's physical loss or damage and the consequent Business Interruption loss resulting from Vessel Impact to the Jetty owned by the Insured.

Limit: Section I & II combined as defined in the Schedule, each and every loss.

305. Wage Pro-rata

The insurance under Item as per schedule on number of Weeks Wages as mentioned in the schedule on sum insured as mentioned in the schedule Is limited to the loss incurred by the Insured by the payment of Wages for a period beginning with occurrence of the damage and ending not later than the number of weeks as mentioned in the schedule thereafter.

The amount payable as indemnity under this item shall be the actual amount which the Insured shall pay as Wages for such period to employees whose services cannot in consequence of the damage be utilized by the Insured at all and an equitable part + (based upon shortage of production) of the Wages paid for such period to employees whose service cannot in consequence of the damage be utilized by the Insured in full;

Provided that if the sum insured by this item shall be less than the aggregate amount of the Wages that would have been paid during the number of weeks as mentioned in the schedule immediately following the damage, had the damage not occurred, the amount payable shall be proportionately reduced.

For the purpose of this item the term Wages shall mean *. It is permissible to omit the words in brackets or to substitute for 'production' some other indeed of activity.

*Here insert a precise definition of the scope to which the insurance of Wages (which may, if desired, expressly include Bonuses, Holiday Pay and the like) is to apply e.g. the Wages of all Employees the Wages of a specified category or categories of Employees the wages of all Employees who are normally paid on a weekly basis (Add, if any wages are insured as a standing charge other than whose Wages are insured as a Standing Charge under as mentioned in the schedule)

306. Waiver Of Contribution Clause - Version 1

Notwithstanding the general conditions of the policy, the insurers hereby agree that the insurance of this policy will be primary without the right of contribution to any other insurance carried by or on behalf of the named insureds with respect to their respective interests in the insured property.

307. Waiver Of Improvement/ Betterment Cost For Replacement/ Technological Advancement

It is understood and agreed that in the event that new property of like kind and quality is not obtainable, property 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 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, the Company will pay the cost of purchasing and installing technologically current equipment which is necessitated by incompatibility between new equipment installed to replace equipment which has sustained Damage and undamaged existing equipment at the same or an interdependent location. Provided always that

- Damage was directly caused
- the Company shall be liable only for the amount sufficient to enable the Insured to resume operations in substantially the same manner as before the Damage

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- c) the Company shall be liable for only the difference between
 - i) the highest sales value of the undamaged existing equipment at the same or interdependent location, and
 - ii) the installed cost of the technologically current equipment

308. Waiver Of Recourse

Waiver of Recourse:

It is understood and agreed that this Insurance shall not be invalidated should the Insured waive, with insurers agreement, prior to loss or damage affected thereby any or all rights and recovery against any party for loss or damage to the property described herein, provided however, that the Insurers rights of recourse against any manufacturers and suppliers be maintained in force. It is specifically agreed to automatically waive rights of recourse against contractors of the Assured (and/ or their subcontractors) during the policy period but only in respect of the normal maintenance activities of the Assured. Normal maintenance shall be deemed to include work during normal shutdowns and bringing up from shutdowns.

309. Waiver Of Subrogation - Version 1

It is hereby agreed and understood that otherwise subject to the terms exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers shall waive all their rights of subrogation or action which they may have or acquire against the assured and any person, firm or corporation having an association or affiliation at the time of loss with the assured through ownership or management subject to having been insured under this Policy.

310. Waiver Of Subrogation - Version 2

"In the event of a claim arising under this Policy the Company agree to waive any rights, remedies or relief to which they might become entitled by subrogation against:

- (a) Any corporation or organization (including their directors, officers, employees, servants or agents and any of their family members or guests) owned or controlled by any assured named herein or subsidiary to any assured named herein or any co-owner of the property insured;
- (b) And assured named or described by the Policy (including their directors, officers, employees, servants or agents and any of their family members or guests);
- (c) Any officers, management committee member, or guests of the assured's social sports welfare first aid rescue or similar organizations or clubs;
- (d) directors, officers, employees, servants or agents and any regulatory, governmental or statutory body, agency or authority.

Notwithstanding the above, the aforesaid waiver of subrogation rights does not apply to contractors and subcontractors.

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

311. Waiver Of Subrogation Version - 3

The Company agrees to waive its rights by subrogation against any subsidiary or associated organisation owned or controlled by the Insured and any organisation which owns or controls the Insured, and such organisations as specified in this Policy before material loss. For the purpose of this provision, organisation shall include any of its partners, officers or employees acting on behalf of the organisation.

312. Warranty Concerning Camps And Stores Other Than Storage Of Explosive

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the policy or endorsed thereon, the

Insurers shall only indemnify the Insured for loss, damage or liability directly or indirectly caused to camps and stores by fire, flood or inundation if these camps and stores are located above the highest water level recorded anywhere on the site during the last 20 years and the individual storage units are either at least 50m apart or separated by Fire walls.

313. Work Of Art - Version 1

It is agreed that this policy covers loss or damage (caused by any of the perils insured) to the works of art and antique (so enumerated) for an agreed value as mentioned in policy schedule

Provided always that all the conditions of this policy to which this endorsement is attached shall apply, except as they may be expressly varied hereby.

Subject otherwise to the terms, exceptions and conditions of the Policy.
To add the valuation report of certified valuer at the time of claim payment'

314. Works Of Art -Version 2

This Policy extends to cover Works of Art displayed in the offices of the Insured up to a limit as specified in the schedule, each and every loss subject to valuation report of a certified valuer being submitted at time of claim

315. Workmen's Clause

Workmen are allowed in and about any of the aforementioned premises for the purposes of carrying out minor alterations, decorations, repairs and general maintenance and the like without prejudice to the terms of this insurance.

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

316. Sabotage And Terrorism Damage Cover Endorsement - Material Damage And Loss Of Profit

Subject otherwise to the terms, exclusions, provisions and conditions contained in the Policy and in consideration of the payment by the Insured to the Company of additional premium as stated in the Schedule, it is hereby agreed and declared that notwithstanding anything stated in the "Terrorism Risk Exclusion" of this Policy to the contrary, this Policy is extended to cover :-

- (i) 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 hereinafter contained,

For the purpose of this cover, an act of sabotage and/or 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, 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.

- (ii) 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



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Authority.

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

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

(iii) Loss resulting from necessary interruption of business caused by direct physical loss or damage in respect of which liability has been admitted by the Company under (i) and/or (ii) above. In the event of such direct physical loss or damage, this Policy shall be liable for the actual loss sustained by the insured resulting directly from such necessary interruption of business, but not exceeding the loss of gross profits, as defined in the Policy, less charges and expenses which are not necessary during the interruption of business, for such length of time as would be required, with the exercise of due diligence and dispatch, to repair, rebuild or replace such part of the property as has been destroyed or damaged, commencing with the date of such direct physical loss or damage and not limited by the expiration of this Policy.

Due consideration shall be given to the continuation of normal charges and expenses, including payroll expenses, to the extent necessary to resume operations of the Insured with the same operational capability as existed immediately before the loss.

LOSSES EXCLUDED

(A) For Materials Damage

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

1. loss by seizure or legal or illegal occupation;
2. loss or damage caused by:
 - (i) voluntary abandonment or vacation,
 - (ii) confiscation, commandeering, nationalisation, requisition, detention, embargo, quarantine, or any result of any order of public or government authority, which deprives the Insured of the use or value of its property;
3. loss or damage arising from acts of contraband or illegal transportation or illegal trade;
4. loss or damage directly or indirectly arising from or in consequence of the seepage and or discharge of pollutants or contaminants, which pollutants and contaminants shall include but not be limited to any solid, liquid, gaseous or thermal irritant, contaminant or toxic or hazardous substance or any substance the presence, existence or release of which endangers or threatens to endanger the health, safety or welfare of persons or the environment;
5. loss or damage arising directly or indirectly from or in consequence of chemical or biological emission, release, discharge, dispersal or escape or chemical or biological exposure of any kind;
6. loss or damage arising directly or indirectly from or in consequence of asbestos emission, release, discharge, dispersal or escape or asbestos exposure of any kind;
7. any fine, levy, duty, interest or penalty or cost or compensation/ damages and/or other assessment which is incurred by the Insured or which is imposed by any court, government agency, public or civil authority or any other person;
8. loss or damage by electronic means including but not limited to computer hacking or the introduction of any form of computer virus or corrupting or unauthorized instructions or code or the use of any electromagnetic weapon.

This exclusion shall not operate to exclude losses (which would otherwise be covered under this Policy) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile;

9. loss or damage caused by vandals or other persons acting maliciously or by way of protest or strikes, labour unrest, riots or civil commotion;
10. loss or increased cost occasioned by any public or government or local or civil authority's enforcement of any ordinance or law regulating there construction, repair or demolition of any property insured here under;
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 processor operations or omissions of any kind
18. Any loss due to fines or damages for breach of contractor 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.

(B) For Loss of Profit

This cover shall not indemnify:-

1. increase in loss resulting from interference at the insured premises, by terrorists or other persons, with rebuilding, repairing or replacing the property or with the resumption or continuation of operation;
2. increase in loss caused by the suspension, lapse, or cancellation of any lease, licence, contract, or order, unless such results directly from the insured interruption of business, and then the Company shall be liable for only such loss as affects the Insured's earnings during, and limited to, the period of indemnity covered under this Policy;



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3. increase in loss caused by the enforcement of any ordinance or law regulating the use, reconstruction, repair or demolition of any property insured hereunder;
4. the Insured's lack of sufficient capital for timely restoration or replacement of property lost destroyed or damaged;
5. loss resulting from:
 - a) deliberate erasure, loss, distortion or corruption of information on computer systems or other records, programmes or software;
 - b) other erasure, loss, distortion or corruption of information on computer systems or other records, programmes or software unless caused by damage to the machine or apparatus in which the records are mounted;
6. loss resulting from alterations, additions, improvements, rectification of defects or faults or elimination of any deficiencies carried out after the physical loss;
7. loss of market or any other consequential loss.
8. loss as a result of physical or mental or bodily injury to any person.
9. loss arising from Contingent Business Interruption Extension of Business Interruption/Loss of Profit Section under this policy, comprising of Customers and Suppliers premises, Prevention of Access and Public Utilities.

LIMIT OF INDEMNITY

The limit of indemnity under this cover shall not exceed the Total Sum Insured for Material Damage and Loss of Profits given in the Policy Schedule or INR 20,000,000,000 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 for Material Damage and Loss of Profits from all the locations mentioned in the Policy schedule shall not exceed Total Sum Insured as mentioned in the Policy Schedule or Rs. 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 for Material Damage and Loss of Profits. If the actual aggregate loss suffered at one compound/location is more than INR 20,000,000,000 for Material damage and Loss of Profits, the amounts payable towards individual policies shall be reduced in proportion to the sum insured of the policies.

A. For material damage*

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.

B. For Loss of Profit

In anyone occurrence of loss or damage, the Company shall not be liable for the amount obtained by multiplying seven(7) days standard turnover with rate of gross profit.

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.

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 alongwith the cancellation of the basic insurance.

Where a policy is cancelled and rewritten mid-term purely for the purpose of coinciding with the accounting year of the insured, pro-rate refund of the cancelled policy premium will be allowed.

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

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

317. Terrorism Damage Inclusion Clause

(Sabotage And Terrorism Damage Cover Endorsement Material Damage Only),

Political Violence Insurance Extension

POLITICAL VIOLENCE INSURANCE EXTENSION – PROPERTY DAMAGE WORDING

1. INSURING CLAUSE

Subject to the exclusions, limits, and terms and conditions contained herein, this add on cover indemnifies the Insured for its ascertained Loss for anyone 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".

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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 minimizing 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 such overthrow.

“Insurrection, Revolution and Rebellion” shall mean a deliberate, organized 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 willful 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.

318. Saleable Value Clause (applicable only for commercial building that are part of a complex)

Definition: It is the saleable value which can be realized if such commercial property is sold on the date of proposal for insurance.

1. Sum Insured

Saleable Value

The Sum Insured shall be the present Saleable Value of Your commercial property as on date of Insurance.

Saleable value Basis

Partial Loss:

In case of a partial loss due to insured perils, the company reimburse the cost to repair/reconstruction it to a condition substantially the same as its condition at the time of damage..

Total Loss:

- a. The Company’s liability shall be limited to the actual cost of reconstruction or reinstatement of the damaged Building of the same kind or type but not superior to or more extensive than Building when new on the date of loss but not exceeding the Sum Insured stated in the Schedule..
- b. If insured opt to retain the damaged building but does not intend to reinstate or reconstruct, the basis of settlement shall be the cost of reconstruction of the said building of the same kind or type but not superior to or more extensive than the Building when new less depreciation as per age of the Building as on date of the loss but not exceeding the Sum Insured stated in the Schedule.

- c. If insured opt not to reconstruct or reinstate the damaged building or retain the building and instead opts to abandon the building to the Company including vesting in the Company all rights of the Insured in relation to Building insured including the right to reconstruct the same, in which case the amount payable shall be the Sum Insured indicated in the Policy Schedule.
- d. If only an additional structure of the building is destroyed, We will pay You an amount equal to the cost of construction of the additional structure.

SECTION III - Breakdown Of Electrical And Mechanical Appliance (Machinery Breakdown)

1. Expense For Loss Minimization

This Policy also includes expenses for loss minimization 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 minimization, subject to a limit per loss as per schedule. Limit: Upto Per event and in aggregate as agreed and specified in Schedule.

2. MBD- Escalation Clause

It is hereby agreed and declared that 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 the Clause shall only apply to the sums insured in force at the commencement of each period of insurance.

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

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

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

3. MBD- Express Freight

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

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

4. MBD- Air Freight

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

Limit of indemnity shall be as specified in the schedule during currency of the Policy.

Each and every claim shall be subject to a minimum Excess as mentioned in the schedule of the admissible Air Freight incurred over and above the excess as applicable under the policy.

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

BUSINESS SURAKSHA PLUS VARIANT 2**5. MBD- Owners Surrounding Property**

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

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

The liability of the Company shall in no case exceed the for any one accident or series of accidents arising out of any one event and in the whole the total indemnity as specified in the schedule during the currency of the Policy.

The insured shall bear the same excess as mentioned in the schedule of the policy.

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

6. MBD- Third Party Liability

It is hereby agreed and declared that notwithstanding anything to the contrary stated in this policy, the Company will indemnify the insured

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

EXCLUSIONS UNDER THE TPL EXTENSION

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

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

CONDITIONS APPLYING TO TPL EXTENSION -

- a) No admission, offer, promise, payment of indemnity shall be made or given by or on behalf of the insured without written consent of the company who shall be entitled, if any so desire, to take over and conduct in the name of the insured the defence or settlement of any claim or to prosecute for their own benefit in the name of the insured any claim for indemnity or damage or otherwise and shall have full discretion in the conduct of any proceeding or in the settlement of any claim and the insured shall give all such information and assistance as the Company may require.

- b) The Company may, so far as any accident is concerned, pay to the insured the limit of indemnity for any one accident/ for any one period, after deducting therefrom in such case of any sum/s already paid as compensation in respect thereof or any lesser sum for which the claim or claims arising from such accident can be settled and the Company shall thereafter be under no further liability in respect of such accident under this section.

Limits and Excess as specified in the schedule

7. MBD- Additional Customs Duty

It is hereby declared and agreed that the Insured shall also be indemnified during the currency of the policy, towards the additional Customs Duty which may be incurred by the Insured over and above the Customs Duty amount taken into account in arriving at the Sum Insured of the affected items.

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

The Indemnity for such Additional Customs Duty will stand reduced after occurrence of the claim unless reinstated by payment of an additional premium prescribed by the Company. Subject otherwise to the terms, conditions and exceptions of the Policy.

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

8. MBD - Un Repaired Damages

In the event of insured deciding not to replace or repair the damaged item covered under the policy and decides to continue with the damaged item after incurring necessary expenditure for safe working of the damaged item. The insurer shall indemnify amount expended in making the item safe plus the reasonable repair cost which would have been incurred by the Insured had the Insured repaired the damage item or reasonable amount equivalent to reduced life of damaged item.

Limit : Upto limits as specified in the Schedule

9. MBD- Waiver Of Improvement/Betterment Clause For Replacement Of Selected Machinery

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

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

BUSINESS SURAKSHA PLUS VARIANT 2**10. MBD - Un Repairable Equipment Clause**

The following provision is applicable if the Insured has opted for this extension.

For unrepairable electrical or mechanical equipment, including computer equipment under this Policy the adjustment of the physical damage loss amount will be not exceeding the cost to replace with equipment that is the most functionally equivalent to that damaged or destroyed, even if such equipment has technological advantages and/or represents an improvement in function and/or forms part of a program of system enhancement. Limit: Upto Per event and in aggregate as agreed and specified in Schedule.

Any extra charges incurred for overtime, night-work, work on public holidays, express freight are covered by this insurance only if specifically 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 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 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 of Property insured if more than one shall be subject to this condition separately.

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'.

11. MBD - Alternate Working

Warranted by the Insured that except when the load is being transferred from one machine to another No. as specified in the schedule _____ etc. insured under this policy shall only work alternately with No. as specified in the schedule _____ etc. Insured under this policy.

The plant may be turned over periodically for maintenance purpose only.

If the plant is to be used otherwise than as above the Insured shall forthwith notify the Insurer and pay such additional premium as may be required by the Insurer failing which the Insurer's liability thereon shall cease.

12. MBD - Stand-by Machinery

Warranted by the Insured that any item of machinery marked 'STANDBY' in the Schedule of machinery shall not be worked at the same time as the machine to which it is standby except for the period when the load is being transferred from one to the other.

Provided that the standby machine may be turned over periodically for maintenance purpose.

Provided always that if the standby machine shall be used otherwise than as above the Insured shall forthwith notify the insurer and pay such additional premium as may be required by the Insurer failing which the Insurer's liability thereon shall cease.

13. MBD - Insurance Of Ropes In Lifts, Cranes And Ropeways

It is understood and agreed that insurance by this policy shall include sudden and unforeseen damage to rope resulting in their actual and complete severance. It shall not include breakage or abrasion of wire or strand of ropes/slings although replacement is necessitated thereby.

Provided that the amount indemnifiable in respect of items thus affected is depreciated at an annual rate to be determined at the time of loss, this rate being not less than 15 % per annum subject to a maximum of 75 %.

14. MBD - Reduction Gear Box

It is hereby declared and agreed that all claims pertaining to reduction Gear Box will be subject to depreciation at the rate of 15 % per year or part thereof subject to a maximum depreciation of 75 %.

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

15. MBD - Patterns and Core-Boxes

It is hereby declared and agreed that in the event of an accident, for which the Insurer is liable under the Policy, involving the replacement of a casting for which no patterns are available, the Insured shall bear the cost of making patterns and core boxes, the Insurer's liability being for the making of the casting itself.

16. MBD - DG Set Endorsement For 'Loss Minimisation'

It is hereby declared that any loss or damage payable under the policy to the cylinder head, liner and piston of the Diesel/oil engines insured here will be indemnified subject to –

1. 15 % depreciation per annum be made applicable to the Turbo-charger subject to a maximum of 75 %.
2. Turbo-charger cannot be insured in isolation.

17. MBD- Furnace Endorsement**INDUCTION FURNACE -**

The Induction Furnace should be covered subject to the following endorsement, which should be compulsorily used in case of all Induction Furnaces -

'It is hereby declared and agreed that the damage to the refractory lining due to any cause is specifically excluded'.

- 1) Electrical Furnaces -
 - a) It is hereby declared and agreed that any damage to crucibles and refractory linings due to any cause is excluded under the policy.
Subject otherwise to the terms, conditions and exceptions of the policy.
 - b) It is hereby declared and agreed that any damage to induction coils/heating element of electric furnace will be subject to 25 % depreciation per year or part thereof subject to a maximum depreciation of 75 %.
Subject otherwise to the terms, conditions and exceptions of the policy.
 - c) Warranted that the refractory linings are examined each time the furnace is recharged and linings renewed, if any defects are apparent. Further, the linings are, in any event, replaced periodically in accordance with the Maker's recommendations.

18. MBD - Overhaul Of Platen Presses

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the policy or endorsed thereon, the following shall apply to this Insurance in respect of item(s) No(s) contained in the specification of the policy.

The Insured shall arrange at his own expense an overhaul (the Insured shall inform the Insurer of such an overhaul in good time so that the Insurers' representatives may be present during the overhaul at the Insurers' expense) of all highly stressed parts of platen presses as well

BUSINESS SURAKSHA PLUS VARIANT 2

as an inspection by an expert in non-destructive testing and shall supply the insurers with reports on this overhaul and inspection. The expert shall determine the date of the next overhaul. Such overhauls/inspections shall take place at intervals of at least 12 months.

These provisions shall apply regardless of the commencement date of the insurance cover.

The Insured may apply for an extension of the period between overhauls. Such extension shall be granted if in the opinion of the Insurers the risk is not aggravated thereby.

If the Insured fails to comply with the requirements of this Endorsement, the Insurers shall be free from all liability for loss or damage caused by any circumstance which could have been detected had an overhaul taken place

19. MBD- Refractory Materials In Boilers

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the policy or endorsed thereon, the Insurer shall indemnify the Insured for loss of or damage to refractory materials in item(s) as specified in the schedule, Nos. in the schedule contained in the schedule of the policy, caused by an indemnifiable accident to the above named items subject to depreciation of the amount indemnifiable in respect of the items thus affected, at the time of loss. This rate being not less than 20 % per annum but not more than 80 % in total.

20. MBD- Capital Additions

The insurer shall indemnify the insured up to limit specified in the schedule of Policy Sum Insured per event and in aggregate in respect of loss of or damage to any buildings, machinery and other equipment acquired or operated by or held in the care, custody or control of the insured after the inception of this policy of insurance and not included in the schedule. Any additions or extensions to property insured which have been carried out after the inception of this policy of insurance collectively referred to as capital additions. Any increase in the new replacement value as a result of such capital additions shall not exceed limit specified as above. This additional insurance cover is also subject to the insuring party advising the insurer within one month of the particulars of any such capital additions and the payment of any additional premium the insurer may require

21. MBD- Claim Preparation Cost

It is hereby agreed and declared that, notwithstanding anything to the contrary in this policy or in any of its conditions, the insurance by this Policy extends to include costs reasonably incurred by the Insured in producing and certifying any particulars or details in support of any claim as may be required by the Company in terms of the conditions of the Policy.

Limit: Upto Per event and in aggregate as agreed and specified in Schedule

SECTION IV - Electronic Equipment**1. Expense for loss minimization**

This Policy includes expenses for loss minimization 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 minimization, subject to a limit per loss as per schedule.

Limit: Upto Per event and in aggregate as agreed and specified in Schedule

2. Un repairable Equipment Clause

For unrepairable electrical or mechanical equipment, including computer equipment under this Policy the adjustment of the physical damage

loss amount will be not exceeding the cost to replace with equipment that is the most functionally equivalent to that damaged or destroyed, even if such equipment has technological advantages and/or represents an improvement in function and/or forms part of a program of system enhancement. Limit: Upto Per event and in aggregate as agreed and specified in Schedule

3. EEI - Endorsement for exclusion of damage caused by fire and allied perils

Notwithstanding the conditions, provisions and other endorsements of this policy, it is hereby agreed and understood that the Company shall not be liable to indemnify the insured in respect of any loss, damage or liability directly or indirectly caused by or resulting from –

- 1) Fire (including losses arising out of fire fighting and rescue work).
- 2) Lightning.
- 3) Explosion/implosion.
- 4) Riot, Strike and Malicious Damage.
- 5) An act of terrorism committed by a person or persons acting on behalf of or in connection with any organization and/or the action of any lawfully constituted authority in suppressing or attempting to suppress any such act of terrorism or in minimizing consequences thereof.
- 6) Impact by any rail/road vehicle or animals.
- 7) Aircraft and other aerial and/or space devices and/or articles dropped there from.
- 8) Storm, cyclone, typhoon, tempest, hurricane, tornado, flood and inundation.
- 9) Subsidence and Land Slide including Rockslide.
- 10) Earthquake, Fire and Shock.

4. EEI - Escalation clause

It is hereby agreed and declared that 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 the Clause shall only apply to the sums insured in force at the commencement of each period of insurance.

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

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

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

5. EEI - EXPRESS FREIGHT

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

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

BUSINESS SURAKSHA PLUS VARIANT 2**6. EEI - AIR FREIGHT**

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

Limit of indemnity shall be as per the schedule during currency of the Policy.

Each and every claim shall be subject to a minimum Excess as mentioned in the schedule of the admissible Air Freight incurred over and above the excess as applicable under the policy.

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

7. EEI - OWNERS SURROUNDING PROPERTY

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

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

The liability of the Company shall in no case exceed the limit of liability mentioned in the schedule for any one accident or series of accidents arising out of any one event and in the whole the total indemnity during the currency of the Policy.

The insured shall bare the same excess as mentioned in the schedule of the policy.

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

8. EEI - ADDITIONAL CUSTOMS DUTY

It is hereby declared and agreed that the Insured shall also be indemnified during the currency of the policy, towards the additional Customs Duty, amount as specified in the schedule which may be incurred by the Insured over and above the Customs Duty amount taken into account in arriving at the Sum Insured of the affected items.

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

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

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

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

9. EEI - THIRD PARTY LIABILITY

It is hereby agreed and declared that notwithstanding anything to the contrary stated in this policy, the Company will indemnify the insured –

- against legal liability for the accidental loss or damage caused to the property of other persons.
- against legal liability (liability under contract excepted) for fatal or non-fatal injury to any persons other than the insured or his own

employees or employee of the owner of the works/site/premises location or employees of the other firms/connected with any other work site/premises/location or members of the family of the insured or any of the aforesaid.

EXCLUSIONS UNDER THE TPL EXTENSION –

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

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

CONDITIONS APPLYING TO TPL EXTENSION -

- No admission, offer, promise, payment of indemnity shall be made or given by or on behalf of the insured without written consent of the company who shall be entitled, if any so desire, to take over and conduct in the name of the insured the defence or settlement of any claim or to prosecute for their own benefit in the name of the insured any claim for indemnity or damage or otherwise and shall have full discretion in the conduct of any proceeding or in the settlement of any claim and the insured shall give all such information and assistance as the Company may require.
- The Company may, so far as any accident is concerned, pay to the insured the limit of indemnity for any one accident/ for any one period, after deducting therefrom in such case of any sum/s already paid as compensation in respect thereof or any lesser sum for which the claim or claims arising from such accident can be settled and the Company shall thereafter be under no further liability in respect of such accident under this section.

Limits and Excess as specified in the schedule.

10. EEI- FLOATER CLAUSE

The equipments covered under the policy will enjoy coverage at all locations as specified in the list of locations mentioned in the policy.

If the equipments of all locations hereby insured against be collectively of greater value than the aggregate sum insured of overall locations there on, then the insured shall be considered as being his own insurer for the difference and shall bear a ratable proportion of the loss accordingly.

At all times during the currency of this policy the insured should have a good internal monitoring procedure under which the locations of all the equipments can be established at any particular time if required.

The cover under the policy shall cease during the transit of equipment(s) between any of the two policy locations or to any other location.

The changes in the address of locations, specifically declared at inception, should be communicated" to insurer immediately.

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11. EEI- Modification Cost/Incompatibility Expenses

The policy extend to cover the cost or expenses for modification of (A) damaged or undamaged equipments including but not limited to computers and ancillary equipments and/or (B) the cost of replacement/ restoration and recompilation of computer records to mitigate the incompatibility between the replaced equipment and undamaged equipment and/or computer records. Insurer will indemnify the cost to achieve compatibility between the above two situation whichever is lesser subject to limit as mentioned in schedule

Limit : Upto Per event and in aggregate as agreed and specified in Schedule

12. Basis Of Indemnity - Electronic Equipment

The policy extends to cover items mentioned in Policy Schedule on replacement basis in cases where the Property insured is destroyed the company shall indemnify the Insured for Replacement Value of the insured items by a new property of the same kind and same capacity including freight and customs duties, if any and erection costs, if any provided such expenses have been included in the Sum Insured but without any allowance for wear and tear and /or depreciation for equipment upto 5 years old.

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

13. EEI - Medical Equipment using X-ray tubes

As regards depreciation for Medical Equipment using X-ray tubes , it has been decided to adopt the following 'Endorsement's wordings' for which are given in the "annexure"

- i) Cover of x-ray valves & tubes
- ii) Special condition Concerning Computer Tecnographs
- iii) Warranty for Lightning and over-voltage Protection Divices
- iv) Warranty concerning Air-conditioning Plant

Cover of Valves and Tubes

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, this insurance shall be extended to include loss of or damage to valves and tubes. Indemnification shall be limited to the actual value of such items (cf 1-7) immediately prior to the occurrence of the loss or damage, including ordinary freight, erection costs and custom duties and dues, if any.

1. Actual values of

- 1.1. stationary anode X-ray tubes in single-tank setup and rotating anode X-ray tubes without exposure counters for diagnostic equipment
- 1.2. surface and close-range radio-therapy X-ray tubes and valves
- 1.3. video amplifier tubes

Age (months)	Actual value in % of new replacement value
Less than 18	100
Less than 20	90
Less than 23	80
Less than 26	70
Less than 30	60
Less than 34	50
Less than 40	40
Less than 46	30

Less than 52	20
Less than 60	10
More than 60	0

2. Actual values of valves for diagnostic equipment

Age (months)	Actual value in % of new replacement value
Less than 33	100
Less than 36	90
Less than 39	80
Less than 42	70
Less than 45	60
Less than 48	50
Less than 51	40
Less than 54	30
Less than 57	20
Less than 60	10
More than 60	0

3. Actual value of rotating anode X-ray tubes with lead-sealed exposure counters for diagnostic equipment

Number of exposures	Actual value in % of new replacement value
Less than 10,000	100
Less than 12,000	90
Less than 14,000	80
Less than 16,000	70
Less than 19,000	60
Less than 22,000	50
Less than 26,000	40
Less than 30,000	30
Less than 35,000	20
Less than 40,000	10
More than 40,000	0

4. Actual values of deep therapy X-ray tubes and valves

Period of operation (hours)OR Age (months) (whichever results in the lower actual value)	Actual value in % of new replacement value	
Period of operation (hours)	Age (months)	
Less than 400	Less than 18	100
Less than 500	Less than 22	90
Less than 600	Less than 26	80
Less than 700	Less than 30	70
Less than 800	Less than 35	60
Less than 900	Less than 40	50
Less than 1000	Less than 45	40
Less than 1100	Less than 50	30

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Less than 1200	Less than 55	20
Less than 1300	Less than 60	10
More than 1300	Less than 60	0

5. Actual values of X-ray tubes and valves for material testing equipment

Period of operation (hours) OR Age(months) (whichever results in the lower actual value)	Actual value in % of new replacement value
Period of operation or' (hours)	
Less than 300	Less than 6
Less than 380	Less than 8
Less than 460	Less than 10
Less than 540	Less than 12
Less than 620	Less than 14
Less than 700	Less than 16
Less than 780	Less than 18
Less than 860	Less than 20
More than 860	More than 20

6. Actual values of picture and pick-up tubes for TV equipment

After 12 months' use, the actual values of picture and pick-up tubes shall be reduced by 3% per month down to a minimum of 20% of the new replacement values.

7. Actual values of other types of tubes and valves

For other types of tubes and valves the actual values on the date of an occurrence shall be determined on the basis of data furnished by the supplier.

Special condition concerning Computer Tomographs

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers shall not be liable for any damage consisting in the failure of individual construction elements or components, unless it can be proved that such damage has been caused by an external event acting on the system or by a fire generated within the system.

In contrast to the indemnity scales of Endorsement on "Cover for valves and tubes" incorporated in medical equipment, the following scales shall apply to the tubes indicated below built into computer tomographs:

1. X-ray tubes

with high-voltage time meter (stationary-anode tubes): (operating hours up to)	with exposure counter (rotating-anode tubes): (No. of exposures up to)	indemnity: (%)
400	10,000	100
440	11,000	90
480	12,000	80
520	13,000	70
600	15,000	60
720	18,000	50

840	21,000	40
960	24,000	30
1,080	27,000	20
1,200	30,000	10

2. Tubes for voltage stabilization and regulation

Period of use (months)	Indemnity %
36	100
39	90
41	80
44	70
47	60
49	50
52	40
55	30
57	20
60	10

Warranty for Lightning and Overvoltage Protection Devices

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers shall only indemnify the Insured in respect of loss of or damage to electronic equipment or data media or increased cost of working as a result of lightning or overvoltage if the electronic equipment is fitted with lightning and overvoltage protection devices and alarm system and these have been installed and maintained in accordance with the recommendations of the manufacturers of the electronic equipment and the lightning and overvoltage protection devices.

This means that the lightning and overvoltage protection devices and alarm system

- are regularly serviced by qualified personnel of the manufacturer or supplier,
- are kept under supervision by trained personnel,
- are provided with an automatic switch-off device complying with the latest requirements for electronic equipment and the manufacturer's recommendations.

Warranty Concerning Air-Conditioning Plant

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers shall not indemnify the Insured in respect of any loss or damage in regard to electronic equipment, data media and increased cost of working due to the failure of the air-conditioning plant, if this air-conditioning plant is not covered against material damage and has been equipped, installed or maintained in accordance with the recommendations of the manufacturers of the electronic equipment and air-conditioning plant.

This means that the insured air-conditioning plant

- and the alarm and switch-off devices are maintained by qualified personnel of the manufacturer or supplier at least every six months;
- is equipped with independent sensors to monitor temperature and humidity, to detect smoke and to release visual and acoustical alarms;
- is kept under supervision by trained personnel who are able to take all loss prevention measures necessary in the event of an alarm;
- is provided with an automatic emergency switch-off device

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complying with the requirements stipulated by the manufacturers of the electronic equipment.

14. EEI - Software Endorsement

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Company shall only indemnify the Insured in respect of loss of or damage to Value of "System Software" which are integral to the hardware and of off-the shelf type and shall exclude any loss of or damage to "Application Software" or "Proprietary Software" which are of external type.

15. EEI - Capital Additions

The insurer shall indemnify the insured up to the limit specified in the schedule of Policy Sum Insured per event and in aggregate in respect of loss of or damage to any equipment acquired or operated by or held in the care, custody or control of the insured after the inception of this policy of insurance and not included in the schedule. Any additions or extensions to property insured which have been carried out after the inception of this policy of insurance collectively referred to as capital additions. Any increase in the new replacement value as a result of such capital additions shall not exceed limit specified as above. This additional insurance cover is also subject to the insuring party advising the insurer within one month of the particulars of any such capital additions and the payment of any additional premium the insurer may require.

16. EEI- Omission to Insure additions and Extensions Clause

This policy extends to cover equipment's as defined in the schedule hereof which the insured may acquire or for which they may become responsible.

- i) The liability under this extension shall not to exceed 5% of the sum insured for equipment's mentioned in the schedule.
- ii) The insured shall notify the company of each additional insurance as soon as it shall come to their knowledge and shall pay the appropriate additional premium thereon from the date of inception.
- iii) Following the advice of any additional insurance as aforesaid, cover by this extension shall be fully reinstated.
- iv) No liability shall attach to the company in respect any equipment while such equipment is otherwise insured.

All new additions to the equipments by the insured not specifically insured/included during the currency of the policy should be declared at the end of the year and suitable additional premium paid on prorata basis from the date of acquisition of additions may be suitably adjusted.

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

Limit as specified in the schedule

17. EEI- Removal of Debris Clause

This policy extends to cover cost of removal of debris necessary to undertake the repair or replacement of any loss or damage covered hereby and further extends to include the cost and expenses necessarily and reasonably incurred by the insured in demolition, removal and/or satisfactory disposal of debris following loss of or damage to the insured property.

The company will not pay any cost or expenses

- i) incurred in removing debris except from the site of such property destroyed or damaged
- ii) arising from pollution or contamination of property not covered by this policy.

Limit: Upto Per event and in aggregate as agreed and specified in Schedule

18. EEI- Professional Fee

The policy extend to include any amount in respect of Architects, Surveyors and Consulting Engineers reimbursable fees or other professional fees necessarily incurred by the Insured in the reinstatement of the Insured property consequent upon its loss destruction or damage but not for preparing any claim.

Limit : Upto Per event and in aggregate as agreed and specified in Schedule

19. EEI - De contamination and Clean Up Cost

It is hereby agreed and declared that, notwithstanding anything to the contrary in this policy or in any of its conditions, the policy extends to cover the cost of decontamination and/or clean up cost of insured property contaminated including but not limited to presence of pollution or hazardous materials as a result of physical damage to the insured property due to insured perils.

This coverage is applicable to only that part of insured property contaminated as a direct result of insured physical damage. Company is not liable for the costs involved in removal of neither contaminated uninsured property nor the contaminant therein, whether or not the contaminant results from an insured event.

Limit as specified in the schedule

20. EEI- Claim Preparation Cost

It is hereby agreed and declared that, notwithstanding anything to the contrary in this policy or in any of its conditions, the insurance by this Policy extends to include costs reasonably incurred by the Insured in producing and certifying any particulars or details in support of any claim as may be required by the Company in terms of the conditions of the Policy.

Limit: Upto Per event and in aggregate as agreed and specified in Schedule

21. EEI - Un repaired Damages

In the event of insured deciding not to replace or repair the damaged item covered under the policy and decides to continue with the damaged item after incurring necessary expenditure for safe working of the damaged item, the insurer shall indemnify amount expended in making the item safe plus reasonable amount equivalent to reduced life of damaged item.

22. EEI - Waiver of Improvement/Betterment clause for replacement of damaged parts or equipments

In the event of total physical damage to a part of an equipment or equipment itself, which may become obsolete at the time of such replacement, Indemnification shall be the cost of reinstatement of the damaged part or equipment with the follow up model of the same type provided that such cost of replacement does not exceed the sum insured set against the said item.

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

SECTION V - PORTABLE ELECTRONIC EQUIPMENT**1. Expense For Loss Minimization**

This Policy includes expenses for loss minimization necessarily incurred by The Insured to prevent any aggravation of an Insured Loss following

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a loss or damage at any Insured's Premises specified in The Schedule, including moving / shifting of property if this contributes to loss minimization, subject to a limit per loss as per schedule. Limit: Upto Per event and in aggregate as agreed and specified in Schedule

This Section is subject to the same terms, conditions, exclusions, warranties and provisions as that of Electronic Equipment Insurance SECTION except to the extent that the same are over ridden by following special exceptions and conditions.

2. Un repairable Equipment Clause

For unrepairable electrical or mechanical equipment, including computer equipment under this Policy the adjustment of the physical damage loss amount will be not exceeding the cost to replace with equipment that is the most functionally equivalent to that damaged or destroyed, even if such equipment has technological advantages and/or represents an improvement in function and/or forms part of a program of system enhancement. Limit: Upto Per event and in aggregate as agreed and specified in Schedule

3. PEEI- Reinstatement Value Clause For Portable Items

Notwithstanding anything contrary to what is stated in section V of this policy it is hereby declared and agreed that in the event of the property insured under this section and stated within the policy being destroyed or damaged, the basis upon which the amount payable under (each of the said items of) the policy is to be calculated and shall be cost or replacing or reinstating on the same site or any other site with property of the same kind or type but not superior to or more extensive than the insured property when new as on date of the loss, subject to the following Special Provisions and subject also to the terms and ;conditions of the policy except in so far as the same may be varied hereby.

Special Provisions

- 1) Until expenditure has been incurred by the insured in replacing or reinstating the property destroyed or damaged the company shall not be liable for any payment in excess of the amount which would have been payable under the Policy if this memorandum had not been incorporated therein.
- 2) If at the time of replacement or reinstatement the sum representing the cost which would have been incurred in replacement or reinstatement if the whole of the property covered has been destroyed, exceeds the sum insured thereon or at the commencement of any destruction or damage to such property by any of the perils insured against by the policy, then the insured shall be considered as being his own insurer for the excess and shall bear a rateable proportion of the loss accordingly. Each item of the policy (if more than one) to which this memorandum applies shall be separately subject to the foregoing provision.
- 3) This memorandum shall be without force or effect if
 - a. The insured fails to intimate to the company within 60 days from the date of destruction or damage or such further time as the company may in writing allow his intention to replace or reinstate the property destroyed or damaged.
 - b. The insured is unable or unwilling to replace or reinstate the property destroyed or damaged on the same or another site.

4. PEEI- Omission To Insure Additions Or Extensions

The insurance by this policy extends to cover Portable equipment as defined in the Schedule hereof which the insured may acquire or for which they may become responsible:-

- 1) The liability under this extension shall not exceed in respect of portable equipment 5% of the sum insured by the items of the Schedule
- 2) The insured shall notify the company of each additional insurance

as soon as it shall come to their knowledge and shall pay the appropriate additional premium thereon from the day of inception.

- 3) Following the advice of any additional insurance as aforesaid, cover by this extension shall be fully reinstated.
- 4) No liability shall attach to the company in respect of any portable item while such property is otherwise insured.

All new additions to the portable equipments by the insured not specifically insured/include during the currency of the policy should be declared at the end of the year and suitable additional premium paid on pro rata basis from the date of acquisition of additions may be suitably adjusted.

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

5. PEEI- Escalation Clause

It is hereby agreed and declared that 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 the clause shall only apply to the sums insured in force at the commencement of each period of insurance.

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

- i. the Sums to be Insured under each item above, but in the absence of such instructions the Sums Insured by the above items shall be those stated on the policy (as amended by any endorsement effective prior to the aforesaid renewal date) to which shall be added the increases which have accrued under this Clause during the period of Insurance upto that renewal date, and
- ii. the specified percentage increase(s) required for the forthcoming period of Insurance, but in the absence of instructions to the contrary prior to the renewal date the existing percentage increase shall apply for the period of insurance from renewal.

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

6. PEEI - Capital Additions

The insurer shall indemnify the insured up to the limit as specified in the schedule of Policy Sum Insured per event and in aggregate in respect of loss of or damage to any equipment acquired or operated by or held in the care, custody or control of the insured after the inception of this policy of insurance and not included in the schedule. Any additions or extensions to property insured which have been carried out after the inception of this policy of insurance collectively referred to as capital additions. Any increase in the new replacement value as a result of such capital additions shall not exceed limit specified as above. This additional insurance cover is also subject to the insuring party advising the insurer within one month of the particulars of any such capital additions and the payment of any additional premium the insurer may require

SECTION VI- BOILER & PRESSURE PLANT

1. Owner's Surrounding Property

It is hereby agreed and declared, subject to otherwise terms and conditions of the Policy, that this insurance by within policy is extended to cover loss or damage to property located at or adjacent to the site and belongings to or held in care custody, control of the principal(s) or the contractor(s) if occurring directly due to damage of items mentioned in the schedule while at rest or in views for construction or erection during period of policy.

The Company pays to the insured the value of the damaged property at the time of accident or at its reinstate or replace such damage property or any part thereof provided that -

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The liability of the Company shall in no case exceed limit as specified in schedule for any one accident or series of accidents arising out of any one event and in the whole the total indemnity as specified in schedule during the currency of the Policy.

The insured shall bare the same excess as mentioned in the schedule of the policy.

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

2. Third Party Liability

It is hereby agreed and declared that notwithstanding anything to the contrary stated in this policy, the Company will indemnify the insured:

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

EXCLUSIONS UNDER THE TPL EXTENSION -

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

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

CONDITIONS APPLYING TO TPL EXTENSION -

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

Company shall thereafter be under no further liability in respect of such accident under this section.

3. Express Freight

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

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

4. Air Freight

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

Limit of indemnity shall be as specified in schedule during currency of the Policy.

Each and every claim shall be subject to a minimum Excess as mentioned in the schedule of the admissible Air Freight incurred over and above the excess as applicable under the policy.

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

5. Additional Customs Duty

It is hereby declared and agreed that the Insured shall also be indemnified during the currency of the policy, towards the additional Customs Duty, amount as specified in schedule which may be incurred by the Insured over and above the Customs Duty amount taken into account in arriving at the Sum Insured the affected item.

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

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

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

Note-

- i) For computation of indemnity under the Additional Customs Duty extension, exchange rate applicable on date of occurrence shall be considered.
- ii) Under this only Sea Freight charge would be taken into account even though the replacement supplies had been air freighted and the policy has been endorsed for airfreight cover.

SECTION VII – MONEY**MONEY SECTION - SUPPLEMENTARY CLAUSES & CONDITIONS****1. Money- Automatic Reinstatement**

Notwithstanding the occurrence of a loss this insurance will remain in force for the full amount insured against each item of the Schedule of Benefits to the Policy (where applicable) or as may be adjusted by endorsement thereto; the Insured agreeing to pay additional premium at the rate at which premium has originally been computed under the policy on the amount of such loss pro rata from the date of damage to the expiry or renewal of the period of insurance.

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2. Money- Business / Working Hours Extended

Notwithstanding anything in the Policy to the contrary the insurance by this Policy extends the definition of 'business hours' to be that period of time that the Insured or any Director, Partner or Employee of the Insured is on the premises of the business.

Business hours may be defined as the time mentioned in the corporate guidelines of the Insured.

3. Money- Claim Preparation Costs

The insurance by this Policy extends to include costs incurred by the Insured in producing and certifying any particulars or details in support of any claim as may be required by the Company in terms of the conditions of the Policy subject to a limit as specified in the schedule.

4. Money- Damage To Clothing / Personal Effects (Assault) Clause

The Company agrees that if any of the Insured or any Director, Partner or Employee of the Insured (hereinafter referred to for the purposes of this Clause as the 'insured person(s)') acting in the course of their authorised employment with the Insured and / or in the interests of the Business of the Insured shall either whilst engaged in the custody within the Insured Premises of Money or whilst engaged in any transit of Money declared hereon sustain loss or damage to their clothing and /or personal effects arising from assault during the course of any Burglary or Housebreaking or Hold-up or theft or any attempt thereto or whilst attempting to thwart such Burglary or Housebreaking or Hold-up or theft that results or would have resulted in an indemnifiable loss or damage under the Policy the Company shall indemnify the insured person(s) for the actual loss and/or damage such indemnity as specified in the schedule.

Any one occurrence shall for the purposes of this Clause mean loss or damage to clothing and /or personal effects of one or more insured person(s) arising out of a fortuitous event involving one or more instances of assault including repeated exposure to the same general circumstances.

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

5. Money- Definition Of Money

Notwithstanding anything contained in the Policy to the contrary the insurance by this Policy extends to include the following definition of the term 'Money' Coins, Cash, Bank & Currency notes (including foreign currency) Cheques, Travellers Cheques, Postage and Money Orders unused Postage and Revenue Stamps, Stock and Share Certificates or other Certificates of a negotiable nature, Credit Card Vouchers.

6. Money - Infidelity Cover Clause

The Company agrees to indemnify the Insured in respect of loss of Money occurring whilst such Money is in transit due to the fraud or dishonesty by the Employee(s) (and not the Insured or any Director or Partner of the Insured) entrusted with the transit of Money provided that

- i. such loss following from fraud or dishonesty is discovered and reported to the Company within 72 hours
- ii. such Employee(s) have not been previously during the course of their employment with the Insured involved in any act of fraud or dishonesty that was known to or discovered by the Insured
- iii. the services/ employment contracts of such Employee(s) are forthwith terminated
- iv. the Insured immediately takes all reasonable steps to apprehend such Employee(s) and secure recovery of the Money
- v. the indemnification shall be limited to the amount set forth in the Schedule as the Limit of Liability in respect of any one occurrence.
- vi. the indemnification due to the Insured under the provisions of this

Clause shall stand reduced by the amounts of any monies (including terminal benefits) in the custody of the Insured that are due to such Employee(s) which the Insured is legally entitled to confiscate or appropriate

Any one occurrence shall for the purposes of this Clause mean loss of Money following from one event of fraud or dishonesty involving one or more Employee(s) acting in collusion.

7. Money- Loss Or Damage To Safes, Strongrooms & Money Receptacles (Including Damage To Property And Landlords Fixtures & Fittings)

The insurance by this Policy extends to include:-

- 1) the cost of repairing the damage to any safe, strongroom or receptacle of money following an 'insured event' whether or not at the time of the occurrence of damage such safe, strong room or receptacle contained money as defined or otherwise
- 2) the cost of removing and returning such safe or money receptacle from the premises of the Insured to a place of repair as approved by the Company
- 3) the cost of repairing any building, structure or property as a result of the theft of money (as defined) or any attempt of theft or the removal for repair of any safe or money receptacle including damage done to landlords property as a result of the removal or replacement of such safe or receptacle.

All such costs as incurred in terms of the provisions of this clause shall be in addition to the sum or sums insured to the Schedule of the Policy but shall be limited to twenty percent (20%) of the collective Claim amount subject to a maximum of Rs 25,000 by the Schedule to the Policy

8. Money- Money In Overnight Custody Clause

The Company agrees to indemnify the Insured for loss of Money by Burglary or Housebreaking whilst such Money is in the overnight custody of the Insured or any Director, Partner or Employee (hereinafter referred to for the purposes of this Clause as the 'insured person(s)') in the course of an insured transit provided that

- such overnight custody of Money arose from business exigencies
- the Money is kept hidden and secured in a locked safe or any other locked container within the usual private residence of the insured person and such private residence is not left unoccupied at any time
- the duration of such overnight custody does not exceed 14 hours (in addition to any intervening holidays when the Banks and/or the Insured's Business are closed) after which the Money must be delivered to the Insured's named Premises or to the Bank
- the indemnification shall be limited to the amount set forth in the Schedule as the Limit of Liability in respect of any one occurrence
- the Company shall not be liable in respect of any loss or damage occurring at the private residence or premises thereof as a consequence of the Burglary or Housebreaking or any attempt thereto.

Any one occurrence shall for the purposes of this Clause mean loss of Money by Burglary or Housebreaking at the private residence of one or more insured persons arising from the same incident that may result in a claim or a series of claims under the provisions of this Clause.

9. Money- Replacement Of Keys & Locks, Recoding Of Locking Devices (Including Repair)

The insurance by this Policy extends to include the cost to the Insured of:-

- 1) replacing keys and locks or modifying the locking mechanism to any strongroom, safe or money receptacle in the event of such keys or locks having been stolen



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- 2) repairing any locking mechanism (mechanical or electrical) to any strongroom, safe or money receptacle including any alarm devices relating or attached thereto following upon forceable entry; or any attempt thereat to such strongroom, safe or money receptacle
- 3) the recoding of locking devices of any safe, strongroom or receptacle following loss or damage as insured

Provided that:-

- 1) the Company indemnity shall be limited to the cost of replacing any such lock with one of similar quality to that being the subject of the claim
- 2) the Company indemnity shall not exceed fifteen percent (15%) of the claim amount on 'money'
- 3) the Insured shall bear twenty percent (20%) of the cost of each and every claim as insured in terms of the provisions of this clause
- 4) the insurance in terms of the provisions of this clause shall relate to the premises occupied by the Insured only

10. Money - Temporary Safe Rental (And The Insurance Thereof)

The insurance by this Policy extends to include the cost to the insured of:-

- hiring a safe of similar size and quality whilst the safe being the subject of a claim is being repaired provided the time required to remove, repair and return such safe to the premises of the Insured exceeds seven (7) consecutive days
- the delivery; and installation of the hired safe on the premises of the Insured and return of such hired safe provided such cost is not included in the cost of the hire agreement as detailed in (a) herein
- the insurance by this clause extends to include the cost of replacing or repairing the hired safe in the event of theft or damage to such safe whilst on hire to the Insured provided there be no other insurance in effect providing insurance following such occurrence the indemnity shall not exceed fifteen percent (15%) of the claim amount on 'money'

11. Money- Theft By Use Of Duplicate Keys

The insurance by this Policy extends to include theft of Money as defined following upon the use of duplicate keys to any safe or strong room provided that in such event the Insured shall give categorical proof to the Company that such duplicate key or keys were utilised.

In the event of such loss the Insured shall as soon as possible thereafter have the locking mechanism of such safe or strong room modified or replaced in order to accommodate the use of the replaced keys. In the time period between the theft and the replacement of the locking mechanism or the accommodation of alternative keys the insurance by this Policy shall be suspended insofar as such safe or strong room is utilised.

In the event of loss in terms of the provision of this clause the Company limit of indemnity shall be limited to twenty five percent (25%) of any claim quantified as an amount of loss agreed by the Company.

12. Money- World Wide Travel

The insurance by this Policy extends to include the World Wide territorial business activities of the Insured or any Director, Partner or Employee of the Insured for the loss of money following upon:-

- 1) theft following forceable entry to any accommodation or office premises which are being utilised by the Insured or any Director, Partner or Employee of the Insured whilst acting in the interests of the Insured
- 2) hold-up or mugging
- 3) being victim of any hi-jack activity or being taken hostage by any

party

In the event of the above occurrences having taken place the Insured or such Director, Partner or Employee of the Insured shall report such event to the Police authorities of the country involved and a reference certificate to such event shall be made available to the Company if so requested.

The Company liability in the event of loss as insured in terms of the provisions of this clause shall be limited to five percent (5%) of the sum insured as stated in the Schedule to the Policy or as endorsed thereon.

13. Money- Theft From Unattended Vehicle

The policy is extended to cover theft of money from unattended vehicle provided such was parked in a secured parking area. The maximum indemnity allowed under such extension is 10% of the policy sum insured.

14. Money Riot and Strike Damage clause

It is hereby declared and agreed, subject to the terms, conditions and exclusions contained or endorsed otherwise expressed in the Policy, that the Policy is extended to indemnify the Insured in the event of loss of Money insured which is directly caused by:

1. The act of any person taking part together with others in any disturbance of the public Peace (whether in connection with a strike or lock-out or not) not being an occurrence mentioned in exclusion (c) and (d) hereinafter.
2. The action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimizing the consequences of any such disturbance.
3. The willful act of any striker or locked-out worker done in furtherance of strike or in resistance to a lock-out resulting in visible physical damage by external violent means.
4. The action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimizing the consequences of any such act.

This insurance does not cover:

- a) Loss of earnings, loss by delay, loss of market share or other consequential or indirect loss or damage of any kind or description whatsoever.
- b) Loss or damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation or omissions of any kind.
- c) Loss or damage occasioned by permanent or temporary dispossession of business / professional premises mentioned in the Schedule resulting from confiscation, commandeering or requisition by any lawfully constituted authority.
- d) Loss or damage occasioned by permanent or temporary dispossession resulting from the unlawful occupation by any person of the business / professional premises mentioned in the Schedule or prevention of access to the same.

PROVIDED that the Company is not relieved under (c) or (d) above of any liability to the Insured in respect of physical damage to Insured's safe or strong room or cash box at the Insured's business/ professional premises mentioned in the Schedule occurring before dispossession or during temporary dispossession.

All other terms, conditions and exclusions of the Policy shall remain unchanged.

SECTION IX: INFIDELITY/DISHONESTY OF EMPLOYEES

1. FG- Extended Cover For Past Employees

The indemnity provided by this insurance extends to include any claim as Insured which may arise after any employee has terminated their

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services to the Insured or whose services have been terminated by the Insured and for which loss (as insured) may be directly associated with such employee and provided that the period of time for the determination of such loss shall be within 12 (twelve) months after the termination of service to the Insured by such employee.

2. FG- Accountants & Auditors

Any particulars or details contained in the Insured's books of account or other business books or documents which may be required by the Company for the purpose of investigating or verifying any claim may be produced and certified by the Insured's Auditors or professional Accountants and their certificate shall be *prima facie* evidence of the particulars and details to which it relates.

3. FG- Alteration Of Systems

It is a condition precedent to the Company's liability that the precautions and checks for securing the accuracy of accounts and stock records may be changed by the Insured provided such alternative method or system for securing accuracy of accounts and stock control has been approved by the Insured's financial director or a senior person acting in similar capacity or by the Insured's appointed Auditors and Accountants.

4. FG- Automatic Reinstatement

Notwithstanding the occurrence of a loss this insurance will remain in force for the full amount insured against each item of the Schedule to the Policy (where applicable) or as may be adjusted by endorsement thereto; the Insured agreeing to pay additional premium on the amount of such loss pro rata from the date of damage to the expiry or renewal of the period of insurance.

5. FG- Claims Preparation Costs & Audit Fees (Including Computer System Certification)

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

Should it be required to conduct an independent audit together with the certification of computer systems and records following the intervention of such by the person or persons responsible for the loss then the insurance by the provision of this clause shall provide an indemnity to the Insured for such cost provided that such cost shall not exceed ten percent (10%) of the claim paid or payable by the Company.

6. FG- Costs Of Recovery Following Subrogation To The Company (By The Company)

In the event of the Insured subrogating their rights to the Company following the payment of a claim as determined by the provisions of the Policy and upon the Company proceeding against the person or persons responsible for the loss as paid by the Company; then the Company agrees to proceed in the full amount of the Insured's loss even if such loss shall be in excess of the amount of the indemnity paid by the Company and upon the recovery of such amount the Company will make payment to the Insured of the difference between the amount recovered and the amount which the Company paid to the Insured as indemnity for the loss; less the pro rata amount of the cost of such recovery by the Company as the amount paid by the Company to the Insured in settlement of the claim bears to the total amount recovered by the Company after due consideration for the recovery of legal costs and expenses.

7. FG- Costs Of Recovery (By The Insured For Loss In Excess Of The Sum Insured)

In the event of the Insured proceeding against the person or persons

responsible for a loss in excess of the indemnity made by the Company or the sum insured; then the Insured by written agreement of the Company may proceed for the recovery of the difference in the amount of loss or sum insured and the indemnity made by the Company; at the expense of the Company provided such expenditure is limited to ten percent (10%) of the amount of the claim paid to the Insured by the Company as indemnity for such loss.

Provided that in the event of the Insured being successful in the recovery or partial recovery of such amount then the Company shall indemnify the Insured for such additional cost as the additional costs of recovery shall bear to the indemnity made by the Company for the loss as such bears to the total amount of recovery within the 10% limitation as determined herein. (explanation: the additional costs for recovery divided by the total amount of indemnity made by the Company multiplied by the additional amount of recovery made by the Insured).

8. FG- Cost Of Rectifying Accounting & Computer Records & Programmes

Following upon any event for which the Company have agreed to make payment of a claim in terms of the provisions of the Policy the insurance by the provisions of this clause extends to indemnify the Insured for the cost of rectifying accounting and computer records following upon the falsification or manipulation of data or accounting entries; provided the Company's indemnity is limited to fifteen percent (15%) of the claim paid by the Company in the first instance.

9. FG- Credit / Debit Card (Fraudulent Use Of)

The insurance by this Policy extends to indemnify the Insured in the event of any permanent employee of the Insured fraudulently making use of any credit or petrol card

Provided that :-

- i. upon the loss or mislocation of such card by the person or persons authorised to make use of such card the credit facility granted by the use of such card shall be cancelled immediately
- ii. the Company's liability shall be limited to the amount by which the Insured has been defrauded which corresponds to a thirty (30) day time period commencing with the date on which the card was first fraudulently utilised
- iii. the Insured shall bear twenty percent (20%) of each and every loss as insured by the provisions of this clause

The limit of indemnity by the provision of this clause is ten percent (10%) of the sum insured as shown in the Schedule to the Policy or as endorsed thereon within any period of insurance.

10. FG- Discretion In Reporting To Police (Period Of Grace And Successful Recovery)

In the event of the discovery by the Insured of any insured loss in terms of the Policy for which the Insured intends claiming indemnity from the Company the Insured; notwithstanding anything contained to the contrary in the Policy conditions or any other clause to this Policy and with the consent of the Company; may refrain from reporting such matter to the police or any other authority as my be required by the law to which the territorial requirements of this insurance are applicable; however upon the insistence of the Company to have such matter reported to the police or any other authority then in order to qualify a potential claim the Insured shall comply with such requirement immediately.

In the event of the Company making allowance for the discretion of the Insured in reporting a potential claim to the police (or similar authority) the Company may make payment of a claim subject to the successful establishment of their subrogation rights and attachment and sale of the property of the guilty persons or persons in the recovery (or part recovery) of the loss.

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The insurance by this Policy shall not be prejudiced in the event of the Insured signing any agreement with any contracting party which conducts a permanent service in the interests of the Insured whereby the subrogation rights of the Company is limited or invalidated as a result of the Insured signing such an agreement; however the Company subrogation rights shall remain in effect insofar as the Company may proceed against the person or persons in the employment of such contracting parties being responsible for any loss as insured and for which the Company have indemnified the Insured in the total amount of the loss or otherwise.

12. FG- Unidentifiable Employees (Loss As A Result Of)

In the event of a loss as insured by this Policy and consequent upon the requirements giving rise to the definition of 'loss' it being found that the identification of an employee or employees for such loss are not identifiable then subject to the following provisions the Company shall indemnify the Insured for the resulting loss:-

- i. the Insured shall give adequate proof which shall be confirmed by their auditors or any other auditor appointed by the Company that the loss as insured could not have been caused by anyone other than a person or persons in the Insured's permanent employment or such person or persons who may have left their employment within three (3) months prior to the identification of the loss
- ii. the Insured shall immediately upon the detection of such loss change any accounting or administrative procedure relative to such loss in order to prevent further loss or possibility of loss following the events of similar occurrence
- iii. irrespective of any clause or provision of cover to the insurance by this Policy the Insured shall notify the Police authorities of the respective area of jurisdiction to which this insurance is applicable; of the loss being the subject matter of the claim.
- iv. In the possible event of the detection of such employee or employees and whether at the time of detection they shall be employed by the Insured or not; the Insured shall immediately prosecute such employee or employees irrespective of their position of employment or past employment and shall notify the Company of their identity and locality (if possible)

Should the Company have made payment of a claim as Insured in terms of the provisions of this clause and should the Insured not have complied with the aforesaid conditions which are a condition precedent and subsequent to the payment of a claim then the Company shall upon demand on the Insured be entitled to repayment of the amount paid to the Insured inclusive of interest on such amount for the time period for which the Insured had use of the money paid by the Company at an interest rate equivalent to the overdraft rate afforded to the Company by their bank at such time

13. FG- Contractual/Off Roll Employee Cover

This policy extends to cover any person engaged in the service of insured in the ordinary course of the insured's business and whom the insured compensates by wages and/or commission and has the right to govern and direct in the performance of such services.

It also includes i) part time or temporary employee ii) any individual / individuals assigned to perform employee duties for the insured by any agency furnishing temporary personnel on a contingent part time basis provided however, that this policy does not cover any loss caused by such individual if such loss is covered by an insurance or surety ship held by the agency furnishing such temporary personnel to the insured.

SECTION XI - Business Interruption (following Machinery Breakdown & Boiler Explosion)**1. Endorsement 857 Prolongation Of Interruption Period Due To Deterioration**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, cover shall be extended to include a prolongation of the interruption period due to the deterioration of raw materials, intermediate or finished products or operating media, provided that such deterioration is actually caused by an indemnifiable interruption or interference with the business in consequence of an indemnifiable accident.

2. Endorsement 861 Increased Cost of Electricity, Water, Gas Or Steam Supply

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, this insurance shall be extended to cover increased cost of electricity, water, gas or steam - hereinafter referred to as energy - due to purchase thereof becoming necessary following an indemnifiable loss of or damage to item(s) No(s) specified in the List of Machinery and Plant Insured.

The sum insured is the product of the increase in unit cost for the purchase of energy (purchase cost minus the cost that would be incurred by the Insured generating his own energy) and the annual amount of the units generated by the machinery insured. Expenses for maximum demand charges shall be excluded under this Endorsement. Refund of premium may be granted only in respect of the amount of units generated.

3. Endorsement 862 Maximum Demand Charges

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, this insurance shall be extended to cover the maximum demand charges as itemized in the power supply contract attached to and deemed to be incorporated in this Endorsement, such charges falling due as a consequence of indemnifiable loss of or damage to item(s) No(s) specified in the List of Machinery and Plant Insured.

The sum insured shall correspond to the maximum possible amount of maximum demand charges which may become due for one year. If, in the case of indemnifiable loss of or damage to the insured items, the maximum demand charges falling due, ie the unit price per kW or kVA and/or the quantity of kW or kVA, exceed the figures stipulated in the power supply contract, average shall be applied separately to each of the above mentioned amounts. Underinsurance shall not be applied in the event that the indemnity period affects two electric power accounting years and the sum insured is less than the actual loss.

Deductible: 20 % of the loss, minimum

4. Endorsement 863 Additional Expenditure Other Than Increase In Cost Of Working

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, this insurance shall be extended to cover additional expenditure as specified in the schedule, other than increased cost of working, which may be incurred during the indemnity period as a consequence of an indemnifiable interruption or interference with the business. The amount of indemnity payable shall be limited to either a) a lump sum payment of or b) a daily limit of and subject to a deductible of 20 % of each claim, minimum. This cover is not subject to average.

5. Endorsement 866 Failure Of Public Power, Water, Gas Or Steam Supply

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, cover shall be extended to include loss of gross profits resulting from interruption of or interference with the business due to failure of

BUSINESS SURAKSHA PLUS VARIANT 2

the public power, water, gas or steam supply in accordance with the following conditions:

Definition

Public supply shall mean the supply by public authority of power, water, gas or steam when required on demand, with sufficient production reserves and alternate switch-over possibilities.

Object of insurance

Failure of the public supply shall mean stoppage or reduction in supply caused by sudden and unforeseen material damage occurring beyond the point of transfer to the plant as specified in the Policy. This Endorsement also covers failure of the public power, water, gas or steam supply due to any cause specified in Exclusions Nos 1 to 3 and 8 of the Policy.

In the case of interruption of the Insured's operation due to failure of the public supply, the Company shall be liable up to the indemnity period limit for any loss of gross profits resulting from this interruption for the period of failure that exceeds the agreed time excess.

Exclusions

Irrespective of any contributory cause, the Company shall not be liable for any loss resulting from interruption of public supply directly or indirectly attributable to:

- a) rationing, which was not caused by unforeseen material damage to the public supply;
- b) water shortage due to climatic or meteorological conditions;
- c) disturbance or damage in the Insured's plant, even if this is caused by failure of the public supply, unless the damaged item(s) also is (are) covered under this Policy;
- d) the production in the Insured's plant still being interrupted or disturbed after the resumption of the public supply, unless otherwise agreed.

6. Endorsement 891 Delay In Repair

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Company shall, within the agreed indemnity period limit, be liable for a period not exceeding four weeks for any loss of gross profits due to delay in repair or replacement of damaged machines of foreign make, where such delay results from import or export restrictions, customs regulations, currency restrictions or any other regulations imposed by any government or public authority.

7. Endorsement 892 Indemnity Period Limits Exceeding 12 Months

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon for indemnity period limits exceeding 12 months, the following shall apply:

1. The figures for annual sum(s) insured, annual turnover and standard turnover as defined or stated in the Policy shall be increased in the proportion by which the indemnity period limit exceeds 12 months.
2. The accounting period as referred to in Memo 2 - Return of Premium shall be the agreed indemnity period limit.

8. Endorsement 893 Proportional Time Excess

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the deductible in respect of the time excess shall be determined as follows:

The Company are not liable for the amount of loss corresponding to the agreed time excess, which shall be calculated by multiplying the average daily amount of the indemnifiable loss by the number of working days

agreed upon as the time excess.

9. Endorsement 894 Sum Insured On Unit Price Basis

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the sum insured and indemnity shall be defined as follows:

- 1) The annual sum insured shall be calculated on the basis of the agreed unit price multiplied by the number of units the Insured produces during one year. A premium refund according to Memo 2 of this Policy shall be given only on the basis of the number of units actually produced during the period of insurance.
- 2) The indemnity payable shall be the amount calculated by multiplying the number of units which would be produced but for the accident with the agreed unit price. If, however, the number of units on which the sum insured is based is less than the number of units which would be produced but for the accident during the 12 months immediately preceding the date when the production is no longer affected or when the indemnity period limit ends, the amount payable shall be reduced proportionally. The indemnity shall not put the Insured into a better financial position than he would have been in if the accident had not occurred. The Company shall only be liable for the period within the indemnity period limit that exceeds the agreed time excess.

The deductible shall be 20 % of the loss, minimum.

10. Endorsement 904 Failure Of Non Public Power Supply

It is agreed and understood that, otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the extra premium agreed on, the Company will indemnify the Insured for any deterioration or putrefaction occurring as a result of any failure of the nonpublic power supply, provided that - a standby generator ready for operation at any time (stated in the List of Machinery) is available which is able to supply the required continuous cooling capacity when the cold store is 100 % filled; - the failure of the non-public power supply lasts for an uninterrupted period of at least six hours.

Irrespective of any contributing causes, the Company shall, however, not be liable for deterioration or putrefaction occurring as a result of - scheduled interruptions of the non-public power supply; interruption of electricity due to shortage of primary energy at the power stations.

11. Endorsement 905 Departmental Clause

If the business be conducted in departments, the independent trading results of which are ascertainable, the provision of clauses (a) & (b) of item 1 of the specification shall apply separately to each department affected by the damage; provided that if the sum insured by the said item be less than the aggregate of the sum produced by applying the rate of gross profit provided for each department of the business (whether affected by the accident or not) to the relative annual output thereof, the amount payable shall be proportionately reduced

**BUSINESS SURAKSHA PLUS VARIANT 2****Details of Property Insured**

Item	Number	Description of Machinery	Relative Importance in %
		As per Breakdown of Electrical and Mechanical Appliance and Boiler & Pressure Plant Section	
		As per Breakdown of Electrical and Mechanical Appliance and Boiler & Pressure Plant Section	
Total Sum Insured		Rs.	
Indemnity Period			
Net Premium		Rs.	
Add Service Tax (Inclusive of education cess)		Rs.	
Section		Rs.	