

## Add-on Covers Wording under Enterprise Package Policy

### 1. ACCIDENTAL DAMAGE EXTENSION

UIN:- IRDAN123CP0043V01201819/A0027V01202021

The policy is extended to cover, by granting of this extension, accidental, physical, loss or damage or destruction to Buildings, Stock or Other Contents whilst at Insured location, excluding: A. Loss or damage to:

Buildings, Stock or Other Contents In respect of which a Sum Insured is Not shown in the Schedule

- Any property excluded by this Section
- Loss or damage covered elsewhere under the policy, to which this extension is attached
- Loss or damage due to impact damage caused by rail/road vehicle or animal as covered under the policy
- Loss or damage due to impact damage caused by insured's own rail/road vehicles, forklift, cranes, stackers and the like or article there from, belonging to or owned by the insured or any occupier of the premises or their employees while acting in the course of their employment
- Any property whilst in transit other than during incidental movement of such property within insured premises.
- Machinery, electronic data processing equipment or electronic control equipment occasioned by or happening through any mechanical, electrical, electro-mechanical, electronic or hydraulic malfunction, failure or derangement, breakdown or non-operation of any kind
- Glass other than forming part of Stock
- Property undergoing reconstruction, construction, demolition, repair or maintenance B. Loss or damage caused by:
  - An Event listed in this Extension
  - A cause or occurrence otherwise excluded anywhere in this Extension
  - Unloading or delivery to, or loading prior to dispatch from, the insured location C. Theft, attempted theft or unexplained inventory shortages

D. Claims arising out of:

- Latent defect
- Any manufacturing, processing, packaging or assembly process
- Normal settling, seeping or shrinkage in Buildings or foundations, walls, pavements, driveways or other structural improvements
- Corruption, amendment, erasure or interference with computer software.

E. Damage caused directly or indirect

- shrinkage, expansion, inherent vice, mould, mildew, dampness or dryness of the atmosphere
- moths, vermin, termites or other insects
- mechanical derangement and mechanical, structural or electrical breakdown
- faulty materials or faulty workmanship

F. The cost of recreating computer records or programs

All other terms Conditions and Exclusion of the policy remain unchanged. Sum

insured upto : Any One Accident to Any one Year – Rs.10 / Rs.50 lacs

Deductible: As per Standard Fire and Special peril Policy deductible.

**Sum Insured limit:** Any One Accident : will be decided based on the risk / Any one Year 25% of sum Insured subject to the max of 15 Cr

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### 2. ADDITION CUSTOMS DUTY

UIN:- IRDAN123CP0043V01201819/A0028V01202021

In consideration of the insured having paid an additional premium, it is hereby declared and agreed that the insured shall also be indemnified during the currency of this policy, towards Additional Custom Duty, as mentioned in the Schedule which may be incurred by the insured over and above the Custom Duty amount taken into account in arriving at the Sum Insured of the affected item.

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

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

**Sum Insured:** At the option of the insured. The sum insured for Addition Customs Duty will stand reduced after occurrence of a claim unless reinstated by payment of an additional premium prescribed by the Company. Deductible: 5% of the sum insured subject to the minimum of Rs 25,000.

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### 3. AVERAGE CLAUSE

**UIN- IRDAN123CP0043V01201819/A0029V01202021**

It is hereby declared and agreed that notwithstanding anything contained in this Policy to the contrary, Whenever a sum Insured is declared to be subject to the special condition of average, then, if such sum insured shall be at the breaking out of any fire or at the commencement of any destruction of or damage to the property by any other peril hereby insured against, be less than 80 % of the value of the property insured in that amount the insured shall be considered as being his own insurer for the difference between the sum insured and the full value of the property insured at the time of the fire or at the commencement of such destruction or damage and shall bear a rateable share of the loss accordingly.

Sum insured should represent 100% of property value

All other terms and conditions of the policy remain unchanged.

**Sum Insured:** Policy sum insured representative of 100% of the property value.

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### 4. BUILDING FAÇADE CLAUSE (UNDER PLATE GLASS SECTION)

**UIN- IRDAN123CP0043V01201819/A0030V01202021**

In consideration of the payment of additional premium, it is hereby agreed and declared that, notwithstanding anything to the contrary in this policy or in any of its conditions, this policy is extended to include Glass that constitutes or is part of the building façade. All other terms and conditions remain unchanged.

**Sum Insured:** As declared by the insured.

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### 5. CAPITAL ADDITIONS CLAUSE

**UIN- IRDAN123CP0043V01201819/A0031V01202021**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed extra premium, this policy of insurance is extended to indemnify the insured in respect of loss of or damage to

1.1 any buildings, machinery, other equipment, furniture, fixture, fittings excluding stocks 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.

1.2 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".

1.3 Any increase in the new replacement value as a result of such capital additions shall not exceed the percentage of the total sum insured or limit specified in the schedule.

This additional insurance cover is also subject to the insured advising the insurer within 30 days of the particulars of any such capital additions and in case of the capital additions exceeding the limit specified in the schedule the payment of any additional premium the insurer may require.

**Sum Insured limit:** Upto 10% of the sum insured or limit selected whichever is less

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### 6. CIVIL AUTHORITY

**UIN- IRDAN123CP0043V01201819/A0032V01202021**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed extra premium, this policy of insurance insures against loss or increased cost occasioned by any Civil Authority's enforcement of any ordinance or law regulating the reconstruction, repair or demolition of any property insured hereunder following an indemnifiable loss.

Subject to the limit of sum insured property which is insured under this policy of insurance is also covered against the risk of damage or destruction by civil authority during a conflagration and for the purpose of retarding the

same provided that neither such conflagration nor such damage or destruction is caused or contributed to by war, invasion, revolution, rebellion, insurrection or warlike operations as more fully described in policy elsewhere.

**Sum Insured:** Upto 10% of the SI under the Policy

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#### 7. CLEARANCE OF DRAINS

**UIN- IRDAN123CP0043V01201819/A0033V01202021**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed extra premium, the cover provided by this policy is extended to include expenses necessarily and reasonably incurred in clearing, cleaning and/or repairing drains, gutters, sewers and the like blocked or damaged as a result of the action of any of the perils insured by this policy.

**Sum Insured:** 10% of Building sum insured.

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#### 8. CONSEQUENTIAL REDUCTION IN VALUE UIN-

**IRDAN123CP0043V01201819/A0034V01202021**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed extra premium, this policy covers the reduction in value of insured merchandise that is a part of pairs, sets, or components, directly resulting from physical loss or damage insured by this Policy to other insured parts of pairs, sets or components of such merchandise. If settlement is based on a constructive total loss, the Insured will surrender the undamaged parts of such merchandise to the Company

**Excess:** 10% of the limit selected.

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#### 9. COST OF REWRITING RECORDS CLAUSE

**UIN- IRDAN123CP0043V01201819/A0035V01202021**

The insurance hereby extends to indemnify the insured the cost, charges and expenses incurred in replacement or restoring documents but only for the value of the material and not for their value to the insured, which may have been destroyed, damaged or mislaid.

It is understood that the said documents may consist of deeds, views, agreements, maps, plans, records, books, letters, certificates and the like, but bearer bonds, coupons, bank currency notes or other negotiable instruments shall deemed to be excluded from this insurance.

It is further understood that the company shall be liable for an amount not exceeding the limit specified in the schedule in aggregate.

**Limit:** To be selected by the insured before inception of cover

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#### 10. DAMAGE BY GOVERNMENT AUTHORITIES:-

**UIN- IRDAN123CP0043V01201819/A0036V01202021**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed extra premium, this policy of insurance covers physical loss of or damage to the property insured or expenses incurred by the Insured directly caused by any act or order of any governmental authority acting under the powers vested in them to prevent or mitigate the pollution hazard or threat thereof, resulting directly from damage to the property insured, provided such act of governmental authority has not resulted from lack of due diligence by the insured to prevent or mitigate such hazard or threat.

**Sum Insured limit:** Upto 10% of the SI under the Policy

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#### 11. DAMAGE TO BUILDING (OCCASIONED BY THEFT)

**UIN- IRDAN123CP0043V01201819/A0037V01202021**

This cover includes damage to building caused by theft or attempted theft excluding damage i. More specifically insured by or on behalf of the insured ii. In respect of any building which is empty or not in use

Notwithstanding anything herein stated to the contrary, it is hereby declared and agreed that the cover provided under this policy shall extend to cover damage to the premises for which the insured is responsible by burglary, housebreaking or robbery or any attempt threat, provided there is visible evidence of forcible and violent entry into or exit from the premises and provide that the liability of the company shall not exceed in aggregate the sum mentioned in the schedule.

This extension of coverage does not increase the limit of liability provided in the policy

Nothing herein contained shall be held to vary, alter, waive or change any of the terms, limits or conditions of the policy, except as hereinabove set forth.

**Limit: To be selected by the insured**

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#### 12. DAMAGE TO CATALYST

**UIN - IRDAN123CP0043V01201819/A0038V01202021**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed extra premium, the policy is also extended to cover loss, destruction or damage to catalyst arising out of or attributable to the perils covered under the policy. Basis of indemnity shall be actual cash value on the date of loss. **Sum Insured:** Value of catalyst

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#### 13. DE-CONTAMINATION CLAUSE

**UIN - IRDAN123CP0043V01201819/A0039V01202021**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed extra premium, this policy is extended to cover when insured property is contaminated as a direct result of physical damage insured by this policy and there is in force at the time of the loss any law or ordinance regulating contamination, including but not limited to the presence of pollution or hazardous material, then this Policy covers, as a direct result of enforcement of such law or ordinance, the increased cost of decontamination and/or removal of such contaminated insured property in a manner to satisfy such law or ordinance. This Additional Coverage applies only to that part of insured property so contaminated as a direct result of insured physical damage.

The company is not liable for the costs required for removing contaminated uninsured property nor the contaminant therein or thereon, whether or not the contamination results from an insured event. **Sum Insured:** Selected SI not exceeding 10% of the stock sum insured.

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#### 14. DEFENCE COST

**UIN - IRDAN123CP0043V01201819/A0040V01202021**

It is noted and agreed that this Policy, subject to all of its provisions, also insures the costs and fees to defend any claim or suit against the Insured and/or its directors, officers and/or employees alleging physical loss or damage as insured against to property of others in the care, custody or control of the Insured to the extent of the Insured's liability therefore even if such claim or suit is groundless, false or fraudulent; but the Company may without prejudice make such investigation, negotiation or settlement of any such claim or suit as it deems expedient.

Provided always that the Company's liability under this extension shall not exceed Rs. \_\_\_\_\_ (as per Schedule) any one occurrence and in aggregate.

However, the liability of the Company under this endorsement and this Policy shall in no case exceed the total Sum Insured on the Policy.

The extension under this endorsement shall be subject to the same Terms, Conditions and Exceptions of this Policy unless otherwise to the contrary stated under this Endorsement only.

**Sum Insured:** At the option of the insured.

**Deductible:** 5% of the sum insured subject to the minimum of Rs.25,000/-

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#### 15. DEFERRED PAYMENTS

##### UIN - IRDAN123CP0043V01201819/A0041V01202021

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 instalment or deferred payment plan and such property has been delivered to the buyer. Coverage is limited to the unpaid balance for such property.

In the event of loss of 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. **Sum Insured:** At the option of the insured

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#### 16. ELECTRICAL APPLIANCE CLAUSE

##### UIN - IRDAN123CP0043V01201819/A0042V01202021

Loss, destruction or damage to any electrical machine, apparatus, fixture, or fitting arising from or occasioned by over-running, excessive pressure, short circuiting, arcing, self heating or leakage of electricity from whatever cause (lightning included) provided that this exclusion shall apply only to the particular electrical machine, apparatus, fixture or fitting so affected and not to other machines, apparatus, fixtures or fittings which may be destroyed or damaged by fire so set up. This exclusion stands removed and bought back at the option of the Insured to the extent of sum insured chosen. **Sum Insured:** At the option of the insured.

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#### 17. EMPLOYEES PERSONAL PROPERTY EFFECT

##### UIN - IRDAN123CP0043V01201819/A0043V01202021

This policy is extended to include loss of or damage to personal property of employees for which the insured is responsible whilst at the premises of the insured or damage to personal property of employees for which the insured is responsible while at the site or right-of-way, provided that the insurers shall not be responsible for more than Rs. 2,50,000 per employee and Rs. 25,00,000 in aggregate per occurrence; this endorsement is subject to a special deductible (regardless of the main deductible applicable to any other property insured lost or damaged by the same insured event or occurrence) of Rs. 12,500 per employee and Rs. **2,50,000 per occurrence. Sum Insured:** To be selected by the insured before inception of cover.

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#### 18. EXPEDITING EXPENSES/INCREASED COST OF WORKING

##### UIN - IRDAN123CP0043V01201819/A0044V01202021

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed extra premium, this policy of insurance is extended to indemnify the insured up to the limit of indemnity specified in the schedule in respect of reasonable extra cost for overtime, nightwork, work on public holidays, express freight, air freight reasonably and necessarily incurred to rectify loss of or damage to property insured following an indemnifiable loss under the policy.

**Sum Insured:** 5% of the claim amount or limit selected whichever is less.

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#### 19. EXPENSES TO AVERT IMMINENT LOSS CLAUSE

##### UIN - IRDAN123CP0043V01201819/A0045V01202021

In case of loss or damage, or imminent loss or damage to the Property insured hereunder due to a cause indemnifiable under the policy, it shall be lawful and necessary for the insured, his or their factors, servants and assigns, to incur labour and travel for safeguard and recovery of the Property covered hereunder and part thereof without prejudice to this insurance, nor shall such acts of the insured or insurers in recovering saving and preserving Property insured in case of loss or damage be considered a waiver or acceptance of abandonment; the expenses so incurred shall be borne by the insured and the insurers proportionately to the extent of their respective interest,

according to the rate and quantity of the loss amount indemnifiable hereunder by the insurers or which would have been indemnifiable hereunder by the insurers but for the actions of the insured. In the case of imminent loss or damage the insured shall take such action as they consider prudent to prevent or reduce loss of or damage to the property insured and shall inform the insurers as soon as practicable hereafter. The liability of the insurers under this Endorsement shall not increase the Limit of Liability stated in the Policy and shall be subject to the Deductibles applicable in accordance with the General Conditions specified in the Policy.

**Sum Insured:** Up to 25% of the policy sum insured subject to the max of ₹15 crores.

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## 20. FIRE EXTINGUISHING EXPENSES:-

**UIN - IIRDAN123CP0043V01201819/A0046V01202021**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed extra premium, this policy is extended to cover, the insurer will pay not more than percentage of the claim amount or limit as specified in the schedule for the following costs :

- 3.1 refilling fire extinguishing appliances
- 3.2 recharging CO2 flooding systems
- 3.3 replacing used sprinkler head following a fire
- 3.4 cost of watchman/attendant services at the scene of fire.

Provided that, this extension is applicable only when there is an admissible claim under the policy and such expenses which are reasonably and necessarily incurred should be supported by bills and documents.

**Sum Insured limit: 5% of the claim amount or limit selected whichever is less**

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## 21. INVOLUNTARY BETTERMENT

**UIN:-IIRDAN123CP0043V01201819/A0047V01202021**

Notwithstanding condition of reinstatement, in the event that new property insured of like kind and quality is not obtainable property insured which is as similar as possible to that which has sustained damage and which is capable of performing the same function shall be deemed to be new property insured for like kind and quality and in no event shall this be considered as a betterment to the insured.

In the event of replacement with new property insured the insurer will pay the cost of purchasing and installing technologically current property insured which is necessitated by incompatibility between (1) New property insured installed to replace property insured which has sustained damage And

- (2) Existing property insured which has not incurred damage at the same or an interdependent location

Provided always that

- a) Damage was directly caused to the property insured
- b) The insurer shall be liable only for the amount sufficient to enable the insured to resume operations in substantially the same manner as before the damage
- c) The insurer shall be liable for only the difference between
  - i) The highest sales value of the existing property insured which has not incurred damage at the same or interdependent location and
  - ii) The installed cost of the technologically current property insured
- d) The liability of the insurer shall not exceed the inner limit of liability stated in the specification. **Sum**

**Insured:** The sub-limit specified in the schedule.

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## 22. LANDSCAPE GARDENS

**UIN:-IIRDAN123CP0043V01201819/A0048V01202021**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed extra premium, this policy is extended to cover the following costs and expenses cost of seeds and cost of surface soils eroded by perils covered or cost of purchasing the plant whichever is less. labour costs for soil preparation and sowing/replanting cost of pesticides and fertilizers including labour incurred with insurer's consent in making good destruction or damage to landscaped gardens or grounds at the insured's premises caused by Fire, Explosion, Storm, Flood and

Inundation (unless excluded by the Policy) up to the limit specified in the Schedule and subject to production of bills. The insurer will not pay for

- The deductible specified in the Schedule
- Cost for movement of soil other than as necessary for surface preparation
- Failure of trees, shrubs or turf to become established following replanting
- The failure of seeds to germinate
- Cost of consultation/architect's fees

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### 23. LEAK SEARCH/FINDING COST

**UIN:-IRDAN123CP0043V01201819/A0049V01202021**

In addition to indemnifiable costs of repair or replacement the company will indemnify the assured of 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 a limit mentioned in the schedule for each and every occurrence.

**Deductible:** 5% of the SI subject to the minimum of Rs 25,000 **Sum**

**Insured:** At the option of the insured.

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### 24. LIABILITY FOR DUTY

**UIN:-IRDAN123CP0043V01201819/A0050V01202021**

It is hereby agreed and declared that notwithstanding anything contained in this Policy to the contrary, the Sum Insured under this Policy shall be deemed to include the Insured's liability for Customs, Excise Tax and other duties for which the Insured may become liable to pay in the event of loss of or damage to Property Insured. **Sum Insured:** At the option of the insured.

**Deductible:** 5% of the sum insured subject to the minimum of Rs.25, 000/- All other terms and conditions remain unchanged.

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### 25. LOSS MINIMISATION EXPENSES

**UIN:-IRDAN123CP0043V01201819/A0051V01202021**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed extra premium, this policy of insurance is extended to indemnify the insured upto the limit of indemnity specified in the schedule in respect of expenses for loss minimisation necessarily incurred by the insured to prevent any aggravation of an insured loss or damage including moving/shifting of property insured if this contributes loss minimisation following an indemnifiable loss under the policy.

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### 26. MINOR WORKS CLAUSE

**UIN:-IRDAN123CP0043V01201819/A0052V01202021**

In consideration of the payment of additional premium, it is hereby agreed and declared that, notwithstanding anything to the contrary in this policy or in any of its conditions, this policy is extended to include minor alterations and/ or construction and/ or re-construction and/ or additions and/ or maintenance and/ or modifications and/ or work carried out on any of the property insured under this policy against insured perils. This extension shall be applicable only to policies with RIV clause. Notwithstanding other terms and conditions herein, this extension to the policy shall only pay in excess of more specific insurance if any, arranged in respect of minor works. This extension does not pay any loss or damage to property which, at the time of the happening of such loss or damage, is insured by any project insurance policy or policies. It is further agreed & declared that loss of earnings, loss by delay, loss of market or any other consequential or indirect loss whatsoever, shall not be payable under this extension or even under the corresponding Business Interruption policy if any, taken by the insured .

This extension further excludes:

- a. Loss or damage due to faulty design, defective material & bad workmanship



- b. Loss or damage arising out of testing, trial run etc. All other Terms and conditions are unchanged.

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## 27. MODIFICATION COSTS AND EXPENSES FOR INCOMPATIBILITY OF EQUIPMENT

**UIN:-IRDAN123CP0043V01201819/A0053V01202021**

The insurance by this section is extended to cover the cost or expense of

- (i) Modification of equipment including computer and ancillary equipment (the equipment) being the damaged equipment or undamaged equipment and or
- (ii) The replacement restoration or recompilation of computer records where there results in the event of the loss of incompatibility between replacement equipment and the existing equipment and or computer records. Where a claim under (i) or (ii) above shall occur then the basis of settlement shall be whichever is the lesser of the two amounts to achieve compatibility in the event that the loss of the equipment insured by this policy has resulted in undamaged computer records being unavoidably incompatible with the replaced equipment.

**Sum Insured:** At the option of the insured.

**Deductible:** 5% of the sum insured subject to the minimum of Rs. 25,000.

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## 28. MOULD AND FUNGI

**UIN:-IRDAN123CP0043V01201819/A0054V01202021**

- A. This policy only insures damage to property insured, by mould, mildew, fungus or spores when directly caused by damage to property insured during the period of insurance by one of the following listed perils:

Fire, Lightning, explosion, aircraft or other aerial devices or articles dropped there from, 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 the 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 \_ months (as per the policy schedule) after the listed peril as detailed above first caused by damage to such insured property during the period of insurance. This policy does not insure any damage by mould, mildew, fungus or spores first reported to the insurer after the period mentioned above.

- 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

**Sum Insured:** To be declared by the insured.

**Deductible:** 5% of the sum insured subject to the minimum of Rs 25,000

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## 29. NEW LOCATION COVER

**UIN:-IRDAN123CP0043V01201819/A0055V01202021**

Property at a new location required by the insured, other than those in operation or acquired prior to the effective date of this coverage, is automatically covered up to \_\_\_\_\_ (sum insured limit to be specified in the schedule) on content of the location involved for a period up to 15 days from the date of acquisition. It is understood that the insured shall declare within 15 days from the date of acquisition the value of property at any such location acquired and will pay the appropriate additional premium from the date of acquisition on pro rata basis at the basic rate.

**Sum Insured:** Up to the limit specified in the schedule

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### 30. OMISSION TO INSURE, ADDITIONS, ALTERATIONS OR EXTENSIONS

**UIN:-IRDAN123CP0043V01201819/A0056V01202021**

The Insurance by this Policy extends to cover Buildings and/or Machinery, Plant and other Contents as defined in Columns..... hereof which the insured may erect or acquire or for which they may become responsible :- a) at the within described premises

b) for use as factories

1) The liability under this Extension shall not exceed in respect of

(a) above, upto 10% of the Sum Insured by each item, in respect of

(b) above, upto 10% of the Sum Insured

2) The Insured shall notify the Insurer of each additional insurance as soon as it shall come to their knowledge and shall pay the appropriate additional premium thereon from the date of inception.

Following the advice of any additional insurance as aforesaid, cover by this extension shall be fully reinstated. 1)

No liability shall attach to the insurers in respect of any Building, Machinery, Plant or other Contents while such property is otherwise insured.

All new additions to Buildings and/or Machinery and Plant not specifically insured/included during the currency of the policy should be declared at the end of the year and suitable additional premium paid on pro rata basis from the date of completion of the construction /erection of additions may be suitably adjusted. If the insured fails to declare the values of such additions within 30 days after the expiry of the policy, there shall be no refund of the advance premium collected.

2) Other Contents' in the above clause shall mean 'Furniture and Fittings' and does not include 'Stocks **Sum Insured: 10% of the policy sum insured**

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### 31. PERSONAL INJURY

**UIN:-IRDAN123CP0043V01201819/A0057V01202021**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed extra premium, this policy is extended to cover bodily injury arising out of operation of any of the perils within the premises mentioned in the Schedule covered under the policy to the employees of the insured subject to a maximum of the amount specified herein in respect of treatment requiring hospitalization for a minimum period of 3 days. **Sum Insured:** Sum insured per employee shall not exceed ₹2 lakhs.

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### 32. POLLUTANT CLEAN UP AND REMOVAL

**UIN:-IRDAN123CP0043V01201819/A0058V01202021**

It is noted and agreed that notwithstanding anything contained in this Policy to the contrary, in the event of direct physical loss or damage to the property insured hereunder arising directly from seepage and/or pollution and/or contamination, this Policy (subject otherwise to its terms, conditions, exceptions, and limitations including but not limited to any applicable deductible) extends to cover costs and expenses necessarily and reasonably incurred by the Insured for

(1) Removing debris of the property insured hereunder destroyed or damaged from the location of the loss; and/or

(2) cleaning up, at the location of the loss, made necessary as a result of such direct physical loss or damage; and/or

(3) cleaning up and removing pollutants from land and water confined within Insured's premises. Provided that this policy does not insure against the costs of decontamination or removal of water, soil or any other substance not covered by this Policy on or under such premises

It is a condition precedent to recovery under this extension that the Company shall have paid or agreed to pay for direct physical 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 Company of intent to claim for cost of removal of debris or cost of clean-up NO LATER THAN 12 MONTHS AFTER THE DATE OF SUCH PHYSICAL LOSS OR DAMAGE. Provided always that the Company's liability under this extension shall not exceed Rs. \_\_\_\_\_ (as per Schedule) any one occurrence and in aggregate. However, the liability of the Company under this endorsement and this Policy shall in no case exceed the Total Sum Insured on the Policy. It is understood and agreed that this Policy does not insure against fines, penalties, and expenses directly attributable to such fines and penalties incurred or sustained by or imposed the Insured at the order of any government agency, court or other authority arising from any cause whatsoever. Nothing in this Endorsement shall override any radioactive

contamination exclusion clause in this Policy to which this Endorsement is attached All other terms and conditions remain unchanged.

**Sum Insured:** At the option of the insured. Deductible: 5% of the sum insured subject to the minimum of Rs.25,000/- All other terms and conditions remain unchanged.

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### 33. PROPERTY IN COURSE OF CONSTRUCTION/ERECTION

**UIN:-**IRDAN123CP0043V01201819/A0059V01202021

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed extra premium, the policy shall 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.

**Sum Insured:** Up to 10% of the SI under SECTION I – ‘Material Damage

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### 34. PROPERTY IN TRANSIT (WITHIN THE PREMISES)

**UIN:-**IRDAN123CP0043V01201819/A0060V01202021

Coverage: Subject to the insured having paid the agreed extra premium, this policy is extended to cover property named in the Schedule, owned by and belonging to the insured in course of transit within the premises specified in the Schedule by rail/road conveyances including loading and unloading due to sudden, unforeseen, physical damage to the property other than by a cause excluded under the policy; Provided that, this insurance does not cover any loss or damage to property which at the time of happening of such loss or damage, is insured by or would, but for the existence of this policy be insured by any policy or policies except in respect of any excess beyond the amount which would have been payable under the policy or policies had this insurance not been effected.

Provided further that this insurance does not cover loss or damage to:

- a) Glass, refractory bricks, ceramics and/or other fragile items;
- b) Any plant, machinery or equipment acquired by the insured during the course of the policy, which at the time of happening of such loss or damage, is uninstalled and/or in unpacked condition, awaiting erection or installation.

**Sum Insured:** 5% of the policy sum insured (excluding building)

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### 35. PROPERTY OUTSIDE/AWAY FROM THE PREMISES

**UIN:-**IRDAN123CP0043V01201819/A0061V01202021

The insured may keep anywhere without restrictions as to construction of the premises concerned part of the property (including goods) in the open, but machinery and equipment away from the premises is subject to a sub-limit per location per event as shown in the schedule. Cover is extended to include stocks outside plant premises in tanks/pipelines or for conversion, stock in depot whether owned or leased.

**Sum Insured:** Quantum limit and time limit for the cover is to be selected by the insured before inception of cover.

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### 36. ROAD PAVEMENTS AND STREET FURNITURE

**UIN:-**IRDAN123CP0043V01201819/A0062V01202021

The insurance provided by this section extends to include damage to roads, pavements and street furniture. The liability of the insurer shall not exceed the sub limit of liability stated in the specification.

**Sum Insured:** It should represent the total value of roads, pavements and street furniture which is owned by the insured or for which the insured is legally responsible.

Deductible: 5% of the sum insured subject to the minimum of Rs 25,000.

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### 37. START UP EXPENSES (NON INDUSTRIAL RISK)

**UIN:-IRDAN123CP0043V01201819/A0063V01202021**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed extra premium, that this policy of insurance is extended to cover loss sustained due to specified start-up costs reasonably and necessarily incurred towards temporary power or fuel upto the time to restart the operations in a normal start-up procedure but does not cover expenses beyond the moment the operations commences in the insured location and subject to the sum insured specified in the schedule following the operation of an insured peril under the policy of insurance.

**Sum Insured:** 10% of the policy sum insured

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### 38. START UP EXPENSES/SHUT DOWN (INDUSTRIAL RISK)

**UIN:-IRDAN123CP0043V01201819/A0064V01202021**

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed extra premium, that this policy of insurance is extended to cover loss sustained due to specified start-up/shut down costs reasonably and necessarily incurred for power and utilities such as electricity, water, steam, gas as well as feedstock, fuels or combustibles to re-establish the plant in the operational state it was at the time of the damage in a normal startup procedure and subject to the sum insured specified in the schedule following the operation of an insured peril under the policy of insurance.

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

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### 39. TEMPORARY REMOVAL OF OTHER PROPERTY UIN:-IRDAN123CP0043V01201819/A0065V01202021

Coverage: Subject to the insured having paid the agreed extra premium, this policy of insurance is extended to cover removal of property insured temporarily (other than stock) for cleaning, renovation, repair or other similar purposes, elsewhere/on the same/or to any other premises and in transit thereto and therefrom by road, rail or inland waterway but excluding ocean marine/air transit. Provided that, this policy is extended to cover loss or damage to such property insured under this extension arising from any of the operation of the insured peril. Provided further that, the amount recoverable under this policy in respect of each item shall not exceed the amount which would have been recoverable had the loss occurred in that part of the insured locations from which the property is temporarily removed.

**Sum Insured:** Up to 10% of the P & M SI under the Policy

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### 40. TEMPORARY REPAIR COST

**UIN:-IRDAN123CP0043V01201819/A0066V01202021**

This policy is extended to cover the reasonable and necessary costs incurred to pay for the temporary repair of the damaged insured property and to expedite the permanent repair or replacement of such damaged property. This additional coverage does not cover costs: i. Recoverable elsewhere in this policy; or ii. Of permanent repair or replacement of damaged property iii. Leak search cost

**Sum Insured:** At the option of the insured.

Deductible: 5% of the sum insured subject to the minimum of Rs.25,000/-

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### 41. UNDECLARED PROPERTY OF OTHERS

**UIN:-IRDAN123CP0043V01201819/A0067V01202021**

It is hereby noted and agreed that this Policy is extended to cover the property of others which the Insured is responsible for or has agreed to insure or is required to insure but did not declare such property under the

Insured's books or records or other business document. This extension is applied to the said property at any location within India. Provided always that the Company's liability under this extension shall not exceed Rs.

\_\_\_\_\_ (as per Schedule) any one occurrence and in aggregate.

However, the liability of the company under this endorsement and this policy shall in no case exceed the total sum insured on the policy.

The extension under this Endorsement shall be subject to the same terms, conditions and exceptions of this policy unless otherwise to the contrary stated under this Endorsement only.

**Sum Insured:** At the option of the insured.

**Deductible:** 5% of the sum insured subject to the minimum of Rs.25,000/-

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#### 42. VALUABLE PAPERS AND RECORDS

**UIN:-**IRDAN123CP0043V01201819/A0068V01202021

It is hereby noted and agreed that the property insured under this Policy is extended to include any valuable papers and records and in case of loss of or damage to the property insured, the basis of valuation and settlement of any claim shall be valued at the cost to reproduce the property as of the date of reproduction including the cost of gathering and/or assembling information; "Valuable papers and records" are defined as written, printed, or otherwise inscribed documents and records, including but not limited to books, maps, films, drawings, abstracts, deeds, mortgages, micro-inscribed documents, manuscripts, and media and the data recorded thereon, but not including money and/or securities. "Media" is defined as materials upon which data is recorded including, but not limited to, papertapes, card, electronic memory circuits, and magnetic or optical storage devices. "Data" is defined as facts, concepts, or instructions in a form usable for communications, interpretation, or processing by automatic means. It includes computer programs. The term "securities" shall mean all negotiable and non-negotiable instruments or contracts representing either money or other property, and includes revenue and other stamps in current use, tokens and tickets but does not include money. Provided always that the Company's liability under this extension shall not exceed Rs. \_\_\_\_\_ (as per Schedule) any one occurrence and in aggregate.

However, the liability of the Company under this endorsement and this Policy shall in no case exceed the Total Sum Insured on the Policy.

The extension under this endorsement shall be subject to the same Terms, Conditions and Exceptions of this Policy unless otherwise to the contrary stated under this Endorsement only

**Deductible:** 5% of the sum insured subject to the minimum of Rs.25,000/-

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#### 43. VESSEL IMPACT TO JETTY

**UIN:-**IRDAN123CP0043V01201819/A0069V01202021

This section extends to cover the insured's loss resulting from 'Damage' as herein defined caused by vessel impact to the crude/product jetty used by the insured. The policy and the extension exclude cost of removal of Debris and wreck removal from water

**Excess:** 5% of the claim S/t min of Rs. 5,00,000/-

The policy and the extension exclude cost of removal of Debris and wreck removal from water.

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#### 44. WAIVER OF SUBROGATION CLAUSE

**UIN:-**IRDAN123CP0043V01201819/A0070V01202021

The Insurer hereby agrees to waive rights of subrogation against the Insured and the respective directors, officers, agents, representatives and employees of the Insured except when such rights may be acquired in consequence of any fraud, fraudulent misrepresentation, non-disclosure or breach of condition or warranty by the Insured and the Insurer having already made full settlement and payment of any claim hereunder.

This extension is not applicable for subrogation rights against any third parties other than mentioned above.

**Sum Insured:** Policy sum insured.

**Policy Rate:** Rate applicable for this coverage is the policy rate, which varies according to the occupancies, risk profile, loss experience and Locational exposure. As this is one of the causes that can trigger claim as like the 12 perils covered under the SFSP policy, same policy rate is applied here.

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#### 45. WORKMEN ALLOWED

**UIN:-**IRDAN123CP0043V01201819/A0071V01202021

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, workmen are allowed to work in the Buildings for the purposes of effecting any repairs, minor additions and alterations or decorations without prejudice to this insurance.

**Sum Insured:** Not applicable

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#### 46. WORKS OF ARTS

**UIN:-**IRDAN123CP0043V01201819/A0072V01202021

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon and subject to the Insured having paid the agreed extra premium, this policy of insurance is extended to indemnify the insured the agreed value in respect of loss of or damage to works of art displayed at the insured premises as specified in the schedule for the purposes of decoration following the operation of an insured peril.

**Sum Insured:** As per the agreed value between the insured and the insurer

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#### 47. ACCOUNTS RECEIVABLE CLAUSE

**UIN -**IRDAN123CP0043V01201819/A0138V01202122

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

- a) The Company will pay for direct physical loss of or damage caused by an insured peril to Insured's records of accounts receivable as respects the following: (1) All sums due to insured from their customers, (2) Interest charges on any loan to offset such impaired collections pending repayment of those sums made non- collectible by loss or damage; (3) Collection expense in excess of normal collection cost and made necessary because of loss of accounts receivable; (4) Other expenses, when reasonably incurred by insured in re-establishing records of accounts receivable following loss in respect of this policy.

b) When there is proof that a loss of record of accounts receivable has occurred but Insured cannot accurately establish the total amount of accounts receivable outstanding as on the date of loss, the amount of recovery shall be computed as follows:

- (1) The monthly average of accounts receivable during the last available twelve (12) months, together with collection expenses in excess of normal collection costs and made necessary because of loss or damage, and reasonable expenses incurred in re-establishing records of accounts receivable following loss, shall be adjusted in accordance with the percentage increase or decrease in the twelve (12) months average of monthly gross revenues which may have occurred in the interim.

(2) The monthly amount of accounts receivable as established above shall be further adjusted in accordance with any demonstrable variance from the average for the particular month in which the loss occurred. Consideration will also be given to the normal fluctuations in the amount of accounts receivable within the fiscal month involved.

c) Company will pay no more than the applicable sub-limit of insurance as specified in the schedule. There shall be deducted from the total amounts of account receivable, however established, the amount of accounts evidenced by records not lost or damaged, or otherwise established or collected by Insured, and an amount to allow for probable bad debts which Insured normally would have been unable to collect and for the normal collection costs incurred due to accounts receivable. The indemnity provided herein shall be subject to the limit of indemnity as specified in The Schedule

Specific exclusions applicable to this clause:

This Additional Coverage does not insure against shortage resulting from: a)

bookkeeping, accounting or billing errors or omissions; or

b) (i) alteration, falsification, manipulation; or

(ii) concealment, destruction or disposal of accounts receivable records committed to conceal the wrongful giving, taking, obtaining or withholding of money, securities or other property; but only to the extent of such wrongful giving, taking, obtaining or withholding.

**Sum Insured Limit – At the option of the Insured, not exceeding 10% of policy Sum Insured.**

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#### 48. ADJOINING BUILDING CLAUSE

**UIN: IRDAN123CP0043V01201819/A0139V01202122**

The insurance by such item under Buildings is understood to include 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 of the buildings covered hereby, provided it is included in Sum Insured

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#### 49. AGGRAVATION CLAUSE

**UIN: IRDAN123CP0043V01201819/A0140V01202122**

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.

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#### 50. AUTOMATIC EXTENSION CLAUSE / TACIT RENEWAL

**UIN: IRDAN123CP0043V01201819/A0141V01202122**

At the request of the Insured the Insurance by this Policy may be extended for a period of 30 days from the expiry date stated in the schedule, should the Insured request such an extension, whilst the loss ratio not exceeding 75%, insurer will be entitled to an additional premium calculated on a pro-rata basis at the rates applying during the expiring period of insurance.

**Sum Insured Limit – Policy SI**

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#### 51. AUTOMATIC REINSTATEMENT CLAUSE

**UIN: IRDAN123CP0043V01201819/A0142V01202122**

It is hereby understood and agreed, subject otherwise to the terms, conditions and exclusions of the Policy and endorsed hereon, that the basic sum insured under material damage section are always to remain the same and shall not be reduced following loss or damage insured hereunder so long as the aggregate of the sums paid and/or payable does not exceed the percentage of the sum insured as mentioned in the schedule. The indemnity provided herein shall be subject to the limit of indemnity as specified in The Schedule. **Sum Insured Limit – upto 20% of Sum Insured following a loss.**

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#### 52. BREACH OF CONDITIONS

**UIN: IRDAN123CP0043V01201819/A0143V01202122**

It is hereby declared and agreed, notwithstanding anything to the contrary mentioned in the Policy that the conditions and warranties of the Policy shall apply individually to each of the risks insured and not collectively to them. Thus a breach of condition or warranty shall void that section only in respect of all the risks to which that breach applies and does not affect that section in respect of the other risks. Subject otherwise to the terms, conditions and exclusions of the Policy.

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#### 53. BROAD WATER DAMAGE

**UIN: IRDAN123CP0043V01201819/A0144V01202122**

It is hereby agreed and declared 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:

I. Accidental discharge, leakage, or overflow of water or steam from plumbing, septic tanks and cylinders for fire hose, industrial and domestic appliances, refrigerating systems, 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.

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

PROVIDE 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
- Sum Insured Limit – At the option of the Insured, not exceeding policy Sum Insured**

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#### 54. CATALYSTS AND CONSUMABLE INTERESTS IN PROCESS FOR EACH LOCATION

UIN: IRDAN123CP0043V01201819/A0145V01202122

It is hereby understood and agreed, subject otherwise to the terms, conditions and exclusions of the Policy and endorsed hereon, that loss of or damage to catalysts and consumable materials including lining and refractory in the course of process are covered to a maximum limit as specified in the Schedule. This extension also covers loss and/or damage of catalysts due to its sudden poisoning /deactivation by a cause not excluded under the policy.

The indemnity provided herein shall be subject to the limit of indemnity as specified in the Policy Schedule. **Sum Insured Limit – At the option of the Insured, not exceeding the Sum Insured under the policy**

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#### 55. CONTAMINATION AND OR CO-MINGLING OF STOCK

UIN: IRDAN123CP0043V01201819/A0146V01202122

It is hereby understood and agreed, subject otherwise to the terms, conditions and exclusions of the Policy and endorsed hereon, that the insurance under the Policy shall extend to cover loss or damage to stocks as a result of accidental contamination and/or accidental co-mingling arising from a cause not otherwise excluded in the Policy, whilst in the Insured's care, custody or control. The indemnity provided herein shall be subject to the limit of indemnity as specified in The Schedule.

**Sum Insured Limit – At the option of the Insured, not exceeding the Sum Insured under stock.**

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#### 56. CONTROL OF DAMAGED GOODS CLAUSE

UIN: IRDAN123CP0043V01201819/A0147V01202122

This Policy gives control of physically damaged property as

follows: 1) The Insured will have full rights to the possession and control of damaged property in the event of insured physical damage to such property provided proper testing is done, to show which property is physically damaged. 2) The Insured using reasonable judgment will decide if the physically damaged property can be reprocessed or sold.

3) Property so judged by the Insured to be unfit for reprocessing or selling will not be sold or disposed of except by the Insured, or with the Insured's consent. 4) Any salvage proceeds received will go to the:

- a. Company at the time of loss settlement; or
- b. Insured if received prior to loss settlement and such proceeds will reduce the amount of loss payable accordingly

**Sum Insured Limit – Not exceeding the policy Sum Insured.**

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#### 57. DAMAGE TO UNDERGROUND SERVICES FOR EACH LOCATION

UIN: IRDAN123CP0043V01201819/A0148V01202122

It is hereby agreed and declared that notwithstanding anything to the contrary in this policy or in any of its conditions that the policy includes damage to any insured's underground water, drainage, sewerage, gas, electricity or telephone pipe or cable for which the Insured is responsible extending from the Premises to the main provided the sum insured declared under the Policy is inclusive of the above. **Sum Insured Limit – Not exceeding the policy Sum Insured.**



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#### 58. DE WATERING EXPENSES

**UIN: IRDAN123CP0043V01201819/A0149V01202122**

It is hereby declared and agreed that the insurance under this Policy shall, subject to terms, conditions and exclusions of this Policy extend to cover the expenses incurred towards dewatering & Slush removal from any section within the Insured premises which was inundated partially or fully by water, in the event of circumstances giving rise to indemnifiable loss or damage by any of the perils insured under this Policy. The Limit of Indemnity under this extension shall be as provided in the policy schedule.

**Sum Insured Limit – At the option of the Insured, not exceeding the policy Sum Insured.**

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#### 59. DELIBERATE DAMAGE

**UIN: IRDAN123CP0043V01201819/A0150V01202122**

It is hereby understood and agreed, subject otherwise to the terms, conditions and exclusions of the Policy and endorsed hereon, that this insurance covers physical loss of property insured or expenses incurred by the insured, directly caused by any act or order of any governmental authority acting under the powers vested in them to prevent or mitigate the damage or imminent damage or threat thereof, resulting directly from damage to the property insured, provided such act of governmental authority has not resulted from lack of due diligence by the insured to prevent or mitigate such hazard or threat, thereof and to any other physical damage. Consequential losses are however excluded. The indemnity provided herein shall be subject to the limit of indemnity as specified in The Schedule **Sum Insured Limit – At the option of the Insured, not exceeding the policy Sum Insured.**

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#### 60. DEMOLITION AND INCREASED COST OF CONSTRUCTION

**UIN: IRDAN123CP0043V01201819/A0151V01202122**

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

Loss occasioned by the enforcement of any laws(s) or ordinance(s) regulating the construction, repair or use of building(s) or structure(s) and in force at the time such loss occurs which requires the demolition of any portion of the building(s) or structure(s) which have not suffered damage from the same loss occurrence under this Policy (all locations).

The cost incurred in actually rebuilding both the damaged and demolished portions of the building(s) or structure(s) with materials and in a manner to fully satisfy such ordinance(s) or law(s). The total liability under this clause shall not exceed actual expenditure incurred in demolishing the undamaged portion of the building(s) or structure(s) involved plus the lesser of the following: 1. The actual expenditure incurred not including the cost of land in rebuilding on another site, or

2. The cost of rebuilding on the same site.

The Company shall not be liable for any cost of demolition or increased cost of construction of property necessitated by any law or ordinance regulating any form of pollution or contamination.

The indemnity provided herein shall be subject to the limit of indemnity as specified in The Schedule. **Sum Insured Limit – At the option of the Insured, not exceeding the policy Sum Insured.**

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#### 61. DESTRUCTION OF SOUND PROPERTY TO MINIMISE LOSS. UIN:

**IRDAN123CP0043V01201819/A0152V01202122**

"It is hereby understood and agreed, subject otherwise to the terms, conditions and exclusions of the Policy and endorsed hereon, that the insurance by this Policy extends to cover the cost of destruction and subsequent replacement of undamaged property or undamaged portions of property, if such destruction is solely necessary in order to carry out repairs or reinstatement of the property insured by this Policy and for which The Company has admitted liability. Provided that this shall not include any work necessary to undamaged property to comply with any act, regulation or by-law of any local or Public Authority. For the purpose of this clause, "undamaged" shall mean not damaged physically and directly by any event or perils not otherwise excluded by this Policy. The

indemnity provided herein shall be subject to the limit of indemnity as specified in The Schedule" **Sum Insured Limit – At the option of the Insured, not exceeding the policy Sum Insured.**

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## **62. EXPIRATION CLAUSE**

**UIN: IRDAN123CP0043V01201819/A0153V01202122**

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

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## **63. FINES, PENALTIES & DAMAGES**

**UIN: IRDAN123CP0043V01201819/A0154V01202122**

The insurance by this Section of this Policy is extended to insure fines, damages or penalties incurred by the Insured for breach of contract either in respect of goods and services not delivered or in respect of the Insured's failure to take delivery of goods and services ordered and the amount payable as indemnity hereunder shall be limited to such sums as the Insured shall be legally liable to pay and shall pay in discharge of fines, damages or penalties incurred solely in consequence of the interruption or interference caused by loss covered by this Section of this Policy.

**Sum Insured Limit – At the option of the Insured, not exceeding Rs.5 Crores.**

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## **64. GREEN CLAUSE**

**UIN: IRDAN123CP0043V01201819/A0155V01202122**

It is hereby understood and agreed, subject otherwise to the terms, conditions and exclusions of the Policy and endorsed hereon, that the insurance by this Policy extends to cover additional costs necessarily and reasonably incurred with The Company's consent in rebuilding or repairing Buildings at The Premises in a manner that aims to reduce potential harm to the environment by improving energy efficiency following damage as insured by this Section.

The Company will not indemnify under this Clause in respect of

1. The additional cost of complying with any Indian legislation, Act of Parliament, or byelaws of any public authority.
2. Any additional costs for work already planned to be carried out prior to the Damage.
3. Any Buildings or portions of Buildings which are Unoccupied.
4. If the Insured elect not to rebuild or repair the Buildings.

The indemnity provided herein shall be subject to the limit of indemnity as specified in The Schedule **Sum Insured Limit – At the option of the Insured.**

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## **65. HIRE PURCHASE OR LEASE AGREEMENTS/PROPERTIES UNDER CONSIGNMENT, CARE, CUSTODY AND**

### **CONTROL FOR EACH LOCATION**

**UIN: IRDAN123CP0043V01201819/A0156V01202122**

It is hereby understood and agreed, subject otherwise to the terms, conditions and exclusions of the Policy and endorsed hereon, that 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, provided the nature and extent of such interest is disclosed in the event of loss, destruction or damage. These may also include all real and personal property of every kind and description belonging to the Insured or to others (including but not limited to goods under consignment, held in trust or on lease or paid for awaiting delivery) for which the Insured may be held liable for loss or damage while in their care, custody or control. The indemnity provided herein shall be subject to the limit of indemnity as specified in The Schedule. **Sum Insured Limit – At the option of the Insured, not exceeding policy SI**

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#### **66. INADVERTENT/UNINTENTIONAL & ERROR & OMISSION CLAUSE**

**UIN: IRDAN123CP0043V01201819/A0157V01202122**

This policy extends to cover inadvertent omissions, additions and/or alterations or extensions.

- I. The liability under this extension shall not to exceed the percentage of the sum insured for equipment mentioned in the schedule.
- II. The insured shall notify the company of each additional insurance as soon as it shall come to their knowledge and shall pay the appropriate additional premium thereon from the date of inception.
- III. Following the advice of any additional insurance as aforesaid, cover by this extension shall be fully reinstated.
- IV. No liability shall attach to the company in respect any equipment while such equipment is otherwise insured. If the insured fails to declare the values of such omissions within 30 days after expiry of the policy, there shall be no refund of the advance premium collected.

Sum Insured Limit – At the option of the Insured, not exceeding policy Sum Insured

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#### **67. NEWLY ACQUIRED PROPERTY OR INTEREST/NEW ACQUISITIONS/MERGER AND ACQUISITION**

**UIN: IRDAN123CP0043V01201819/A0158V01202122**

Subject to the limits of liability set forth in the sub-limit shown in the Schedule, this Policy is extended to include, in so far as the same are not otherwise insured:

- a) any newly acquired machinery and plant or newly constructed buildings, and
- b) alterations additions and improvements to buildings subsequent to a certificate of completion,
- c) alterations additions and improvements to machinery and plant, at the Insured locations, but not in respect of any appreciation in value during the current Period of Insurance, Provided that:

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

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

**Sum Insured Limit – At the option of the Insured, not exceeding Policy SI**

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#### **68. NON INVALIDATION CLAUSE FOR EACH LOCATION**

**UIN: IRDAN123CP0043V01201819/A0159V01202122**

This insurance shall not be invalidated by any act or omission mis-description of occupancy or by any alteration where the risk of destruction or damage is increased unknown to or beyond the control of the Insured. (i) 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 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.

(ii) 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.

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

(iv) It is further understood and agreed that 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 non-disclosure, resulting in a breach of any warranty or condition of this policy each a referred to in this clause as a Vitiating Act.

(v) 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.

(vi) 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.

(vii) 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.

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#### 69. OEM CLAUSE FOR EACH LOCATION / ORIGINAL EQUIPMENT MANUFACTURING PARTS:

**UIN: IRDAN123CP0043V01201819/A0160V01202122**

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 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 then same to be preserved for inspection by Surveyor 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. This Cover is subject to the Limit of Indemnity mentioned in Your Policy Schedule/Certificate of Insurance.

**Sum Insured Limit: Not exceeding 25% of the lowest quote and sum insured of this clause should not exceed policy SI**

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#### 70. PRIMARY AND NON CONTRIBUTORY

**UIN: IRDAN123CP0043V01201819/A0161V01202122**

It is expressed agreed that this policy provides primary insurance cover and shall not be contributory to any other insurer other than that may exist whether the other policy that may exist whether the other policy also covers the interest of the insured or not.

Subject to other wise to the terms and conditions of the policy.

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#### 71. PROPERTIES UNDER CONSIGNMENT, CARE, CUSTODY AND CONTROL :-

**UIN: IRDAN123CP0043V01201819/A0162V01202122**

It is hereby understood and agreed, subject otherwise to the terms, conditions and exclusions of the Policy and endorsed hereon, that the insurance by this Policy extends to cover assets belonging to others (including but not limited to goods under consignment, held in trust or on lease or paid for awaiting delivery) for which the Insured may be held liable for loss or damage while in their care, custody or control at the Premises insured insofar as such assets are not otherwise insured under any other insurance policy. The indemnity provided herein shall be subject to the limit of indemnity as specified in The Schedule

**Sum Insured Limit – At the option of the Insured, not exceeding policy Sum Insured**

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#### 72. PROTECTION & PRESERVATION OF PROPERTY CLAUSE:-

**UIN: IRDAN123CP0043V01201819/A0163V01202122**

This Policy covers the Actual Loss Sustained by the Insured taking reasonable action for the temporary protection and preservation of property insured by this Policy provided such action is necessary to prevent immediately impending physical loss or damage insured by this Policy at such insured property

**Sum Insured: Limits upto Rs.5 cr and not exceeding the policy sum insured or whichever is lesser**

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#### 73. REMOVAL OF DEBRIS (INCLUDING FOREIGN DEBRIS) AND/OR COST OF DEMOLITION.

**UIN: IRDAN123CP0043V01201819/A0164V01202122**

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

- a) Such costs are not recoverable under any other policy of insurance.
- b) 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 of 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 Company 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. The indemnity provided herein shall be subject to the limit of indemnity as specified in The Schedule

**Sum Insured Limit: At the option of the Insured , In excess of 1% of claim amount and not exceeding 10% of claims amount**

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#### 74. SMOKE DAMAGE

**UIN: IRDAN123CP0043V01201819/A0165V01202122**

It is hereby understood and agreed, subject otherwise to the terms, conditions and exclusions of the Policy and endorsed hereon, the insurance shall, subject to the Special Condition hereinafter contained, extend to include destruction of or damage to the property insured (by fire or otherwise) directly caused by -

SMOKE due to a sudden, unusual and faulty operation of any heating or cooking unit, only when such unit is connected to a chimney by a smoke pipe or vent pipe, and while in or on the described premises but not SMOKE from fire-places or industrial apparatus. Provided always that all the conditions of the Policy (except in so far as they may be hereby expressly varied) shall apply as if they had been incorporated herein and for the purposes hereof any destruction or damage as aforesaid shall be deemed to be destruction or damage by fire.

Further warranted that this Insurance does not cover:-

1. Destruction or damage directly or indirectly occasioned by or happening through or in consequence of War, Invasion, Act of Foreign Enemy, Hostilities (whether war be declared or not), Civil War, Rebellion, Revolution, Insurrection or Military or Usurped Power.
2. Consequential loss or damage of any kind or description.

The indemnity provided herein shall be subject to the limit of indemnity as specified in The Schedule. **Sum Insured Limit – At the option of the Insured, not exceeding the policy Sum Insured**

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#### 75. TENANT'S LIABILITY

**UIN: IRDAN123CP0043V01201819/A0166V01202122**

It is hereby understood and agreed, subject otherwise to the terms, conditions and exclusions of the Policy and endorsed hereon, the indemnity provided by this insurance extends to include all sums for which the Insured having insurable interest derived out of the terms of the lease agreement shall become legally liable to pay following upon damage to property occupied by the Insured, consequent upon the Insured's occupation of any premises or building as a tenant Provided that:- 1. Such liability arises out of the normal occupational activity of the Insured at the premises described in the Schedule to the Policy or as otherwise confirmed by The Company or endorsed thereon.

2. There shall be no liability on behalf of The Company following any property or portion of property or premises being sub-let by the Insured insofar as such property is concerned. 3. The Insured shall not breach any contractual agreement or obligation between any landlord and any other tenant of the premises or property as such breach may have any bearing on the interests of The Company. In the event of any Landlord to the Insured having effected insurance on behalf of the Insured as tenant; or the Insured as tenant being entitled to indemnity or compensation from any other source then the provision of such compensation shall be combined with such insurance and shall be considered to be the 'initial indemnity' and any amount having been paid for by such combined 'initial indemnity' shall be deducted from the indemnity provided for by this Policy. If such an amount of 'initial indemnity' shall exceed the limit of indemnity as provided by this Policy then there shall be no payment of indemnity in terms of this clause.

The indemnity provided herein shall be subject to the limit of indemnity as specified in The Schedule. **AOA:AOY Limit : At the option of the Insured and not exceeding the policy sum insured**

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#### 76. UNDAMAGED FOUNDATIONS

**UIN: IRDAN123CP0043V01201819/A0167V01202122**

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, when 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 (but within same municipality limits/panchayat area/mofassil area) whether for reason of exercising of state or local government requirements or otherwise, 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 included in building sum insured. **Sum Insured Limit : At the option of the Insured and not exceeding the policy sum insured**

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#### 77. UNPACKING EXPENSE CLAUSE.

**UIN: IRDAN123CP0043V01201819/A0168V01202122**

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.

**Sum Insured Limit : At the option of the Insured, not exceeding the Sum Insured**

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#### 78. UN-REPAIRED DAMAGES.

**UIN: IRDAN123CP0043V01201819/A0169V01202122**

It is hereby understood and agreed, subject otherwise to the terms, conditions and exclusions of the Policy and endorsed hereon, that in the event of the Insured deciding not to replace or repair the damaged item covered under the Policy and decides to continue with the damaged item after incurring necessary expenditure for safe working of the damaged item, The Company shall indemnify the 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. The indemnity provided herein shall be subject to the limit of indemnity as specified in your Policy Schedule / Certificate of Insurance.

**Sum Insured Limit : At the option of the Insured and not exceeding the policy sum insured**

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#### 79. VEHICLE LOAD CLAUSE:-

**UIN: IRDAN123CP0043V01201819/A0170V01202122**

It is hereby understood and agreed, subject otherwise to the terms, conditions and exclusions of the Policy and endorsed hereon, that in the event of any of the insured's vehicles being left loaded overnight where the goods are already sold but not yet delivered whilst in or on the premises described in the Schedule hereto The Company will indemnify the insured in respect of such load in the event of loss or damage by any of the perils Insured against by this Policy. The indemnity provided herein shall be subject to the limit of indemnity as specified in The Schedule.

**Sum Insured Limit : At the option of the Insured and not exceeding the policy sum insured**

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#### 80. WAIVER OF RECOURSE FOR EACH LOCATION:-

**UIN: IRDAN123CP0043V01201819/A0171V01202122**

It is hereby agreed and declared that notwithstanding anything contained in this Policy to the contrary, This insurance shall not be invalidated, should the insured waive, with Insured's 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 Insurer's right of recourse against any manufacturers and suppliers be maintained in force. All other terms and conditions remain unchanged