ICICI Lombard Property All Risk Insurance Policy – Policy Wordings

Preamble

I. Scope of Coverage:

In consideration of the receipt of premium and in reliance of the documents submitted, statements made and the information contained in the proposal form, the insurer agrees (subject to the terms, conditions and exclusions contained herein or endorsed or otherwise expressed hereon, which shall so far as the nature of them respectively will permit be deemed to be conditions precedent to the right of the Insured to recover hereunder) that if any of the property insured be accidentally, physically lost, destroyed or damaged other than by an excluded cause, during the period of insurance or any subsequent period in respect of which the Insured shall have paid and the Insurer shall have accepted the premium required for the renewal of this Policy, the Insurer will pay to the Insured the value of the property up to the sum insured mentioned in the policy schedule at the time of the happening of its accidental destruction or/ physical loss or damage (being hereinafter termed Damage) or at its option reinstate or replace such property or any part thereof.

The insurer also undertakes to indemnify the Insured for Business Interruption as defined under Section 2 resulting out of loss or damage to the property insured, as covered under **Section 1-"Property Insurance"**, provided such cover is specified in the policy schedule.

Provided that the property described in the Schedule of the Policy or a part thereof was lost or damaged, as a result of any cause whatsoever which was not expressly excluded, in accordance with the conditions of this Policy within the period of insurance determined in the Schedule or any additional period the insurer agreed to in respect of which the Insured paid which were determined in respect of such additional period.

Stipulated that the sum which shall be paid by the Insurer in respect of each and every item in the Schedule shall not exceed the sum registered alongside it and in all shall not exceed the total sum insured stated therein or any other sum or sums which shall be determined instead by addition to this Policy or by endorsement thereto duly signed by the Insurer or in its name. The damage caused to the Insured due to the insured property having been lost or damaged and to the Business interruption loss suffered should not exceed the Total Sum Insured.

Section 1 – Property Insurance

The Property Insured:

The Property as defined in the Schedule whilst same is owned by the Insured and/or is in his care and/or responsibility and whilst it is situated at the addresses noted in the Schedule, and/or within its immediate area as well as anywhere within geographical limits of India is accidentally, physically lost, destroyed or damaged other than by an excluded clause, during the period of insurance or any subsequent period in respect of which the Insured shall have paid and the Insurer shall have accepted the premium required for the renewal of this Policy

This Policy covers property whilst situated in the Territory / addresses specified in the Schedule.

EXCLUSIONS

1. The Company shall not be liable in respect of loss or damage caused directly or indirectly to the insured property by:

   a. Any nuclear material whatsoever, ionizing radiation or radioactive pollution from any nuclear fuel whatsoever or from nuclear waste and /or from any nuclear fuel whatsoever and/or from the combustion of nuclear fuel whatsoever. For the purpose this paragraph 1(a), burning shall include any process of self- sustained nuclear fission.

   b. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly, weapon or component.

   c. War, invasion, foreign enemy act, hostilities or acts of war (whether war has been declared or not), civil war, acts of sabotage and/or terrorism, rebellion, military or civilian uprising, mutiny, revolt, revolution, military or usurped power, military regime or a state of siege or events of factors causing the declaration or existence of military rule or a state of siege.

      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

d. Earthquake and/or volcanic eruption and/or other natural tremor or subterranean fire, tsunami, natural damages, storm, tempest and flooding, Inundation unless otherwise stated in the Schedule.

e. Pollution, except for pollution of the property insured under this Policy if caused as a result of the risks expressly covered thereunder or damage to the insured property as a result of the risks expressly covered under this policy which were caused as a result of pollution

f. An intentional act of the Insured or by any one acting on his behalf and with his knowledge.

g. A defect in the nature of the insured property (inherent vice), gradual deterioration, ordinary wear and tear, defective or unsuitable design, materials or work.

h. Damage caused as a result of cleaning, repair or renovation process of the insured property demolition, construction, or erection and materials or supplies in connection therewith.
The aforesaid shall not be applicable for other physical loss or damage, which was caused as a result of the aforementioned reasons and the Insurers liability shall be limited solely to damage caused as a result thereof.

i. Corrosion, rust, extreme conditions of heat or cold, changes in temperature, humidity, mold, evaporation, shrinkage, contamination, dilution, loss of weight, vermin, insects or scratches, mould or fungi, unless resulting from loss or damage to the insured property not otherwise excluded under this policy and reported to the insurer within 6 months of the date of the original insured loss or damage.

j. Loss due to infidelity or dishonesty of the Insured or his employees nor loss or damage resulting from the Insured voluntarily parting with title or possession of any property, if induced to do so by any fraudulent scheme, trick, device or false pretense nor loss or shortage disclosed on taking inventory. This exclusion as relates to employees of _____shall be limited solely to loss of Property Insured due to theft, or embezzlement in the course of their service with the Insured.

k. Larceny

l. Mechanical breakdown, irregular mechanical or electrical operation unless, if damage was caused as a result thereof, by any reason whatsoever which was not excluded and, in such event, the Insurers' liability shall be limited only to the damage caused as a result thereof. In order to obviate doubt, this exclusion shall not apply to explosion, buckling, collapse, splitting and overheating of boilers, pressurized and under-pressurized instruments.

m. Damage caused to stock and/or materials being processed or as a direct result of same being in the production process or due to temperature changes or

atmospheric changes emanating from mechanical breakage or electrical damages or emanating from interruptions in the supply of electricity, gas or water, except as stated in extensions 6 spoilage of stock.

n. Mysterious Disappearance, unexplained shortage.

o. Gradual subsidence of land and gradual subsidence of buildings and infrastructures. Collapse or cracking of buildings except directly resulting from a peril not otherwise excluded. Gradual change in water table and /or normal settlement of buildings is also excluded.

p. Erasure or corruption of electronic data (including following a computer virus). This exclusion does not apply to resulting loss or damage to Property Insured, should an Insured Event (except malicious, purposeful and intentional loss or damage) follow.

For the purpose of this exclusion "electronic data" shall mean Information converted to a form useable for communications, interpretation or processing by electronically controlled equipment, including programmes, software and other coded instructions

2. Property , which is not included in the Insurance:
The Company shall not be liable in respect of loss or damage to the property detailed hereunder:

a. Works of art in an inclusive sum exceeding _____ per each item and _____ in the aggregate, or that are not situated within the Insured premises, unless specified otherwise in the schedule.

b. Precious stones, Jewellery, promissory notes, stamps, cash, coins and cheques, money, cheques, bonds, credit cards, securities of any description, precious metals, bullion, furs, curiosities, rare books or work of art, unless specifically mentioned as insured by this Policy.

c. Motorized vehicles, sailing crafts, trains, and aircrafts.

d. Land, water sources (including underground water) and reservoirs. land (including top-soil, back-fill, drainage or culverts), driveways, pavements, roads, runways, railway lines, dams, reservoirs, canals, rigs, wells, pipelines, tunnels, bridges, docks, piers, jetties, excavations, wharves, mining property, underground off-shore property unless specifically covered.

e. Growing crops or trees, Vegetation and livestock.

f. Property insured if removed to any building or place other than in which it is herein stated to be insured, except machinery and equipment temporarily removed for repairs, cleaning, renovation or other similar purpose for a period not exceeding 60 days

3. Consequential Damage
The Insurer shall not be liable for any consequential loss and/or indirect damage, including: any loss of market, loss of profit, delay, fines, compensation whatsoever even if caused to the Insured as a result of the insured risks under this policy, apart from those losses insured under section 2 – Business Interruption, provided such cover is explicitly noted in the schedule.

4. Electricity
Unless otherwise expressly stated in the Schedule, the Insurer shall not be liable for any loss or damage to any machine and/or electrical appliance and/or electrical apparatus or a part thereof which was caused by fire which broke out as a result of the following matters or by them:
Excess voltage, overloading, short-circuit, electrical arching, over heating which was caused by any reason whatsoever including lightning, provided that this limitation shall only apply in regard to that electrical machine, or the electrical appliance or the electrical apparatus or to a part thereof which may be separated, which was damaged as aforementioned and not in regard to other electrical machines, appliances or apparatus which sustained loss or damage from fire which spread and reached them.

However this exclusion shall not apply in respect of loss or damage (as above defined) up to _____.

5. Damage caused on the Order of a Public Authority
The Insurer shall not be liable for direct loss or damage to insured property which was caused on the order of a public authority.

6. This Policy does not cover loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from; confiscation, expropriation, nationalization, commandeering, requisition or destruction of or damage to property by order of the Government of India or any public municipal or local authority of the country or area in which the property is situated; seizure or destruction under quarantine or customs regulation.

EXTENSIONS

In order to obviate doubt it is hereby clarified that:

Nothing in the extensions detailed hereunder - (except for extension 4 "Additions to the Insured Property" and Extension 11 "Special Expenses after damage") shall indemnify or compensate the Insured in excess of the insurance sum or sums stated in the Schedule in respect of which premium was collected.

Insofar as it has not been specifically altered, each and every extension hereunder is subject to all the Policy conditions and limitations.

1. **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.

2. **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

3. **Property in the 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

4. **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 accordingly the pro-rata additional premium.

5. Natural Damages

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.

E. Inundation

6. 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.

7. 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.

8. **Underinsurance Clause**
    1. The Sum Insured for each item of Insured Property must be sufficient to pay for Reinstatement/Replacement of that Property on the date of loss. If the Reinstatement/Replacement Value of the Insured Property, in totality, including additions, alterations, erections and new acquisitions, is more than the Sum Insured, it amounts to underinsurance, and will reduce proportionate to the difference from the amount that We will pay for Your claim.
    2. Every item of Insured Property is subject to this condition separately.
    3. Under this "**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.

9. **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_____

10. **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

11. **Special expenses after damage**
    The Policy is extended to include:

    (a) 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.

    (b) 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.

    (c) 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.

(d) 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.

(e) 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.

12. 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.

13. 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.

14. Reinstatement value clause

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-rate 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.
(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.

15. 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.

16. Fire-fighting Expenses

(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.

17. 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 re-labelling or re-branding reduces the value of the property, then the Insured's indemnity shall be reduced by that reduction in value.

18. 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.
   (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.

19. 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.

20. 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).

21. Lien Clause (this clause shall only be valid if same was specifically noted in the Schedule)

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.

22. 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.

23. 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.

Section 2 – Business Interruption

This section is in force only if specifically noted in the schedule.

INSURED EVENT

The Insurers agree that if during the period of insurance, the business carried on by the Insured at all the premises specified and listed in the Schedule is interrupted or interfered with, in consequence of loss, destruction or damage indemnifiable under Section 1, then the Insurers shall indemnify the Insured for the amount of loss as hereinafter defined resulting from such interruption or interference, provided that the liability of the Insurers, in no case, exceeds the total sum insured or such other sum as may hereinafter be substituted therefor by Endorsement, signed by or on behalf of the Insurers.

Provided that the loss or damage is not specifically excluded by this section's exclusions.

EXCLUSIONS TO INSURER'S LIABILITY

This section shall not cover any loss:

A. As a result of an event excluded by the electricity as defined in section 1 of the policy, even if the property policy was extended to cover such an event.

B. Due to loss of goods in transit.

C. Due to loss to property under construction.

D. Due to the extension of the interference with the insured business, caused by restrictions and/or requirements of any kind imposed by any public and government authority.

E. Any other loss or damage excluded under Section 1 of the Policy.

F. Changes, improvements or renovations which were carried out during reinstatement or replacement of the insured property which had been damaged.

G. The Insured's lack of sufficient capital for timely restoration or replacement of property lost, destroyed or damaged.

H. Loss of business due to causes such as suspension, lapse or cancellation of a lease, licence or order etc. which occurs after the date when the items lost, destroyed or damaged are again in operating condition and the business could have been resumed, if said lease, license, order etc, had not lapsed or had not been suspended or cancelled.

I. Damage to boilers, economizers, turbines or other vessels, machinery or apparatus, in which pressure is used or their contents resulting from their explosion or rupture

J. Mechanical or electrical breakdown or derangement of machinery or equipment.

K. The deductible stated in the Schedule to be borne by the Insured.

EXTENT OF THE COVER

1. Loss of gross profit

The Insurance benefits will be calculated as hereunder:

Loss of gross profit and increase in cost of working less savings in standing charges, as per definitions hereunder:

A. Loss of gross profit:
The sum produced by applying the rate of gross profit to the shortage in turnover, in consequence of the insured event during the indemnity period.

B. Increase in cost of working
The sum of the additional necessary and reasonable expenses incurred solely for the purpose of avoiding or reducing the reduction in turnover which but for that expenditure would have taken place during the indemnity period in consequence of the insured event.

Under the specific condition that the sum, which shall be paid in terms of this paragraph, in respect of each and every aforementioned expenditure, shall not exceed the sum arrived at by multiplying the rate of the gross profit by that portion of the turnover the loss of which was prevented by that additional expense.

Should not all the standing charges be insured, the sum arrived at under this item will be reduced by the proportion between the insured gross profit to the total gross profit (all standing charges with the addition of net profit or the deduction of net loss, as the case may be).

C. Savings in standing charges
Any sum which was saved during the indemnity period in respect of those expenses and costs of the business which are paid out of gross profits which were reduced or interrupted due to the insured event.

D. Under Insurance:
Should at the time of the event the sum insured be less than the gross profit earned during 12 months from the date of event but for the loss, (hereunder the would have been turnover) the indemnity will be reduced by the proportion between the sum insured and the "would have been turnover".

Should the indemnity period specified in the schedule be longer than 12 months, the indemnity will be reduced by the proportion between the sum insured and the result of multiplying the "would have been turnover" by the number of months of the indemnity period divided by 12.

2. Loss of wages on dual basis, if separately covered in the schedule.

The insurance benefits will be calculated as hereunder:

A. Loss of wages:

I. **Full Indemnity period**-
The sum produced by applying the rate of wages to the shortage in turnover, in consequence of the insured event during that part of the indemnity period commencing with the insured event and ending not later than the number of weeks stated in the schedule for which 100% cover was given for the date of event, less every saving in wages due to the event during the same period.

II. **Partial indemnity period**-
The sum produced by applying the rate of wages to the shortage in turnover during the remainder of the indemnity period and multiplying by the percentage the wages covered for this period, less every savings in wages during the same period.
Should the loss of wages during this partial indemnity period exceed the sum arrived at as above, the sum deducted as saving under 1) above will be added to the insurance benefits, but in no case will the total indemnity for this period exceed the total loss of wages during this period less savings.

III. **Extended indemnity period**-
If an extended indemnity period is explicitly stated in the schedule, it is agreed that the insured at his option is entitled to extend the period for which he will receive full indemnity according to the definition under 1) above for the number of weeks of the extended period shown in the schedule. This instead of the indemnity provided under 1) and 2) above. The indemnity will be established as per 1) above, however for the extended period.

In addition the insured is entitled to indemnity for loss of wages as per 1) above for the remainder of the indemnity period but not more than the sum deducted as saving in wages for the extended period.

B. In respect of increase in cost of working:

I. The sum of the additional necessary and reasonable expenses incurred solely for the purpose of avoiding or reducing the reduction in turnover which but for that expenditure would have taken place during the indemnity period in consequence of the insured event.
Under the condition that the above sum, shall not exceed the sum saved as indemnity under loss of wages, should the sum not have been incurred.

II. Under Insurance:
Should at the time of the event the sum insured be less than the wages which would have been during 12 months from the date of event but for the loss, (hereunder the would have been wages) the indemnity will be reduced by the proportion between the sum insured and the "would have been wages".
Should the indemnity period specified in the schedule be longer than 12 months, the indemnity will be reduced by the proportion between the sum insured and the result of multiplying the "would have been wages" by the number of months of the indemnity period divided by 12.

The Machinery Loss of Profit cover is optional and can be included by deleting Special Exclusions I, and J to Section II of Property All Risk Policy.

DEFINITIONS

- **Gross Profit**
  The sum arrived at from the entire turnover of the Insured business plus the closing stock, less the sum of the uninsured working expenses detailed in the Schedule Plus the opening stock.
- **Wages**
  The total of all the remunerations payable (including social benefits) to all the salaried employees of the Insured other than for workers whose salary is included in the management and general expenses.

- **Costs for Preparation of Claim**
  The necessary expenses in respect of accountant's fees, experts and other consultants' fees, preparing and presenting the required data for the filing of a claim under this Policy and also under the property Insurance Policy of the Insured.

- **Turnover**
  Monies paid or payable to the insured in respect of goods sold or supplied and in respect of services rendered in the course of the Insured business.

- **Indemnity Period**
  The period commencing with the date of occurrence of the insured event and ending not later than the maximum indemnity period stated in the schedule as being the indemnity period during which period of time the results of the business shall be affected as a result of the loss, damage or destruction.

- **Reduction in Turnover**
  The sum by which the actual turnover during the indemnity period shall fall short of the standard turnover.

- **Rate of Gross Profit:**
  The rate of gross profit earned on the turnover during the financial year immediately before the date of the insured event.

- **Rate of Wages:**
  The rate of wages in relation to the turnover during the financial year immediately before the date of the insured event.

- **Annual Turnover:**
  The turnover during the twelve months immediately before the date of the insured event.

- **Standard Turnover:**
  The turnover during the period corresponding with the indemnity period in the twelve months immediately before the date of the insured event.
  To which such adjustments shall be made as may be necessary to provide for the trend of the business and for variations in or other circumstances affecting the business either before or after the insured event or which would have affected the business had the insured event not occurred, so that figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the insured event would have been obtained during the relative period after the insured event.

Memo 1

If during the indemnity period goods are sold or services are rendered elsewhere for the benefit of the business either by the insured or on his behalf, the sums paid or payable for sale of such goods or services shall be taken into account for the purpose of determining the turnover during the indemnity period.

Memo 2

If any expense which is covered under the terms of this Section 2 was paid to the Insured under section 1, the Insurer shall not pay for that expense under this Section 2 except for any difference if same should exist between what was paid under Section 1 and what is due in terms of this section 2 (but not if this difference is due under insurance under Section 1, subject to the terms and limitations of the policy.

PREMIUM ADJUSTMENT

It is hereby agreed that the premium stated in the Schedule is deposit and subject to adjustment at the termination of the insurance period. Within 90 days from the date of the termination of the insurance, the Insured shall provide the Insurer a certificate from the Insured's Chartered Accountant in which the sums gross profit and the wages shall be detailed (according to the Policy definitions) which were earned or spent during the insurance period and in accordance therewith, the premium adjustment shall be affected (by multiplying the indemnity period if same exceeds 12 months) of the premium due subject to a minimum premium at a rate of 60% of the provisional premium.
In any event the adjustment will be limited to maximum amounts that are the sums insured for each item.

EXTENSIONS

In order to obviate doubt, it is hereby clarified that:

(a) Nothing in the Extensions detailed hereunder (except for Extension 4 "additional sum insured clause" and Extension 9 "expenses for preparation of claim") except if otherwise noted in the Schedule shall indemnify the Insured beyond the insurance sums noted in the Schedule.

(b) Any extension of the following extensions is subject to all the Policy conditions and its exclusions but for the specific alterations contained in it.

1. 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.

2. 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.

3. Departmental Clause

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.

4. 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 could have known of such increase and shall pay the additional premium as per the endorsement, which shall be issued.

5. 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.

6. Deductible in the Property section

This cover by this section shall not be affected due to the loss or damage covered under the property section being less than the deductible stated therein. Rather this can be written in the Deductible as “unless any revision is specifically made in the policy schedule”.

7. 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.

8. Adjustment of specified working expenses

It is hereby clarified that subject to the contents of the underinsurance paragraph of the "specified working expenses", the policy conditions in the Schedule are not within the framework of "a closed list" and those adjustments required in accordance with the trend of development of the business but for the occurrence of the insured event shall also be affected.

To obviate any doubt, this extension is not valid if in the schedule the specified working expenses are not listed and also in case there were no changes in the standing charges of the business since inception of the policy.

9. 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.

SPECIAL CONDITION:

For the purpose of business interruption loss resulting from natural hazards, the extent of the cover, the conditions, definitions, and deductible as specified in the insured's property section shall apply.

In accordance with this the deductible of the insured in respect to both sections shall not exceed together, the maximum deductible stated in this policy.

POLICY CONDITIONS – APPLICABLE TO THE POLICY

This Policy, the Schedule, specification and every other document annexed thereto shall be read as one contract and each word or expression receiving any meaning in any part of the Policy or of the Schedule or the specification - shall have the same special meaning wherever same shall appear.

1. Application of the law

The provisions of the Insurance Act, 1938 shall apply to everything connected to this Policy insofar as same may apply and as the case may be, except if otherwise stipulated in favour of the Insured in this Policy.

2. Measures to reduce the risk

The Insured shall take reasonable measures to reduce the risk insured in terms of the Policy as shall be agreed from time to time in writing during the insurance period within the time which shall be determined therefore by notification of the Insured or as shall be detailed by other provision whatsoever in the Policy, as the case may be.

3. Double insurance

If property insured herein has been insured against one risk with another Insurer for an overlapping period, the Insured shall notify the Insurer thereof in writing within a reasonable time of such double insurance having been affected or after his having learnt thereof.
In case of double insurance, both insurers are liable toward the Insured jointly and severally with respect to the overlapping insured amount.

4. Extension of the insurance

Any extension of the insurance period in terms of the Policy requires the written consent of the Insurer and the Insured, which shall be given specifically for this purpose.

5. Cancellation of insurance

(a) Without derogating from the Insurer's legal right or according to any other provision whatsoever in this Policy, the Insurer at its discretion shall be entitled to cancel the insurance at any time whatsoever prior to the termination of the insurance period and provided that a notification to that effect shall be sent to the Insured in writing by registered mail at least 60 days prior to the date on which the insurance is to be cancelled and in such event the insured shall be entitled to a refund of insurance premium which he paid to the Insurer in respect of the period after the cancellation of the insurance.

(b) The Insured at his discretion shall be entitled to cancel the insurance at any time whatsoever prior to the termination of the insurance period provided that a notification to that effect shall be sent to the Insurer by registered mail at least 21 days prior to the date on which the insurance is to be cancelled. In such an event the Insurer shall retain for itself the insurance premium customarily charged, for short period in respect of the time during which the insurance was valid.

(c) If the Insurer should cancel the contract prior to the determination of the agreed insurance period and the cause for the cancellation is not that the Insured breached the contract or tried to defraud the Insurer, the Insurer shall pay to the Insured the sum

which a reasonable Insurer would have demanded from a similar Insured for the same type of insurance on the date of the cancellation, pro-rata to the remaining period until the termination of the agreed insurance period.

(d) We may at any time, cancel this Policy on ground of mis-representation, fraud, non – disclosure of material facts, or Your non – cooperation, by giving 15 days' notice to You at Your last known address in which case We shall refund a pro-rata premium for the unexpired Policy period.

(e) You may also cancel this Policy by giving 15 days' notice to Us. You will not get any cancellation refund in case there is a claim reported under the Policy

6. Claim for insurance compensation

(a) On the occurrence of an insured event, the Insured shall notify the Insurer thereof within a reasonable time of his learning thereof and the beneficiary shall notify the Insurer with a reasonable time of his learning thereof of the occurrence of an insured event and of his rights to insurance compensation.

(b) Every claim for payment of insurance compensation in terms of the Policy shall be presented in writing on a claim form, which shall be provided by the Insurer to the Insured at his request.

(c) Within a reasonable time of having been required to do so, the Insured or the beneficiary, as the case may be, shall provide the Insurer all the information and documents required to clarify the liability and extent and if same are not in his possession, he shall assist the Insurer, insofar as he can, to obtain same.

(d) After the occurrence of an insured event, the Insured shall take reasonable measures in order to reduce the extent of the damage. If the Insured failed to take such reasonable measures, the Insurer shall be entitled to reduce the extent of its liability according to the provisions of the law.

7. Reduction of the insured amounts after the damage

After the occurrence of a loss or damage, the sums insured shall be reduced and/or the Insurer's limits of liability shall be reduced by the level of the insurance compensation (prior to the deduction in respect of the deductible) due to the Insured in respect of the loss or damage.

8. Deductible

The Insured shall bear the first sum of the insurance compensation payable appearing in paragraph "f" (Natural Damages) in the "Extensions" Chapter and in respect of other risks as appear in the Specification or Schedule as a result of a loss or damage covered in terms of the Policy.

9. The Insurers' Right to Salvage

A. On the occurrence of any loss or damage which is insured under this policy, the Insurer shall be entitled:
   i. To enter the building or the premises in which the loss or damage occurred.
   ii. To receive the property of the Insured in respect of which the Insured is claiming insurance benefits.

iii. To retain in its possession, any such property, to examine, sort, measure, transfer it or to handle it in any other way, for any reasonable reason and in any reasonable manner.
iv. To sell the salvage to Third Party following such loss or damage and only after the insured has received first refusal to purchase at the Third Party's price.

B. If the Insured or any other person acting in his name, fails to comply with the Insurers' requirements or interferes or prevents the Insurer from acting in accordance with the authority bestowed to it, the Insurer's liability shall be decreased.

C. The Insured shall not be entitled to abandon any property whatsoever to the benefit of the Insurer, whether the Insurer has already received it to its possession or not. It is hereby stipulated that Insurer implementing its rights under this provision shall not adversely affect the conduct of the Insured's business or his reputation.

10. Subrogation

(a) If due to an insured event the Insured also has a right of compensation or indemnification against a third party not by virtue of an insurance contract, such right transfers to the Insurer, which paid compensation to the beneficiary at the rate of the compensation, which the insurer paid.

(b) The Insurer shall not be entitled to use a right which was transferred to it according to this paragraph in a manner which shall adversely affect the Insured's right to collect compensation or indemnification from a third party in excess of the compensation which he received from the Insurer.

(c) If the Insured received compensation or indemnification from a third party, which was due to the Insurer in accordance with this paragraph, he shall transfer same to the Insurer. If he compromised, waived or acted in any other way, which adversely affect the right, which was transferred to the Insurer; he shall compensate the insurer in respect thereof.

(d) The Insurer waives its rights of subrogation which may arise against any one of the Insured, any employee of the Insured, the Board of Directors, shareholders of the Insured and also family members and also against any person or legal body against whom the Insured waived a right of claim or undertook to indemnify in writing prior to the damage. The aforementioned shall not apply against any person or body, which caused the insured event out of malicious intent.
In addition, without adversely affecting the Insurer's rights of subrogation, it is agreed that the Insured's right to receive indemnification in terms of this Policy shall not be adversely affected due to the Insured having waived a right of claim against any person and/or body whatsoever or undertook in writing to indemnify who, but for such waiver or undertaking, the Insurer would have had a right of subrogation against such person or body.

11. Headings

The headings appearing in the chapters "additional insured perils" and in the "extensions" are only used for the purposes of convenience and for reference and it are not in any way to be regarded as influencing the contents written in the sections and paragraphs themselves.

12. Prescription period

The prescription period of a claim for insurance compensation is 3 years from the date of the occurrence of the insured event.

13. Changes in a substantive matter (Material Change)

(a) During the insurance period the Insured shall notify in writing of any change in a substantive matter within a reasonable time from his learning thereof. If the Insured failed to disclose such change to the Insurer the Insurer shall be entitled to cancel the Policy or to reduce the extent of its liability in terms of the provisions of law.

(b) A substantive matter is a matter on which a question was posed in the insurance proposal or in any alternative document.

(c) If the Insured is an Association or corporation, knowledge by the Insured for the purpose of this condition and for any other matter for the purposes of such action shall be regarded after same has been brought to the attention of one of the authorized managers of the Association or corporation or to the person in charge of insurance matters in the association or corporation.

14. A beneficiary who is not the Insured

(a) The Insured in terms of this Policy shall not be entitled to determine a beneficiary in his place except if the Insurer provided its written consent thereto in advance.

(b) If a beneficiary has been determined in the Policy who is not the Insured and the compensation due to him has been agreed upon between the Insurer and the Insured, such determination shall also oblige the beneficiary.

15. Notices

A notice by the Insurer to the Insured or to the beneficiary in regard to anything connected with the Policy shall be sent to the last known address known to the Insurer.

A notice by the Insured or by the beneficiary to the Insurer shall be provided to the Insurer at its office address or, to any other address in India to which the Insurer advised the Insured and the beneficiary in writing (if at all) from time to time

16. Contribution

a. In case there is more than one insurance policy issued to the customer/ policyholder covering the same risk, the insurer will not apply contribution clause. Underinsurance will be applied on an overall basis taking into consideration the sum insured under all policies and comparing it with the value at risk - such condition shall be captured in the wordings.
b. Provision to capture existence of multiple policies shall be incorporated in the claim form and proposal form.
c. However, if the insured property is hypothecated to any bank, other lending or financial entity then this/Contribution clause is not applicable.

SPECIAL CONDITIONS:

1. Under-insurance

If, at the time of occurrence of loss or damage to the Insured Property, the sum insured be less than __% of the value of the insured property, the Insurers liability shall be reduced by a pro-rata rate being the ratio between the sum insured and the actual value of the property at the time of the occurrence of the loss or damage. Each and every item in the Schedule is subject to this condition separately.

This condition is not in force in respect of paragraphs for which it was explicitly stated that they are on first loss basis.

2. **Advance payment and benefits, which are not in dispute**

b) On the occurrence of damage to the insured property in terms of this Policy as a result of one of the insured perils, the Insured shall be entitled to receive an advance payment or a monetary undertaking from the Insurer which shall enable him to receive services for the repair of the damages and this on account of the monies due to him from the Insurer in accordance with the conditions of this Policy. Such advance payment shall be deducted from the final sum of insurance compensation which shall be paid to the Insured with the calculation of the value of the advance payment deductible from the final insurance compensation being made on the basis of the value of the dollar or if the Policy is in shekels, its index linked value on the date of payment of the final insurance compensation.

c) Without derogating from the generalities aforementioned, the Insurer undertakes to pay to the Insured within 15 days from the date of the adjuster's preliminary estimate of the insurance benefits (a copy of which will be submitted to the insured), an advance payment at the rate of __% of the adjusters preliminary estimate of such benefits. In addition, the Insurer undertakes to compliment the aforementioned advance payment within 45 days from the date of the adjuster's preliminary estimate to a sum equivalent to __% of the said estimate. The sum total of advance payments aforementioned shall not exceed Rs____.

d) Insurance compensation, which is not in dispute, shall be paid within __ days from the date on which a claim in writing for payment of insurance compensation has been delivered to the Insurer and same shall be claimed separately from the rest of the compensation.

3. **Insurer's rights to salvage**

a) On the occurrence of loss or damage to property whatsoever insured by this Policy, the Insurer shall be entitled:

I. To enter the building or premises where the loss or damage occurred.
II. To take possession of the property of the Insured in respect of which the Insured is claiming insurance compensation.
III. To retain possession of such property, to examine same, sort, arrange, transfer or attend to in any other manner for any reasonable purpose in a reasonable manner whatsoever.
IV. To sell salvage to a third party following loss or damage aforementioned and this only after the first right was granted to the Insured to purchase same at the third party price.

b) If the Insured or any other person acting in his name failed to comply with the Insurer's requirements or breaches or prevents the Insurer from using its rights hereby provided the insurer's liability shall be reduced.

The Insured shall not be entitled in any way whatsoever to abandon any property whatsoever in favour of the Insurer whether the Insurer already received same into its possession or not. It is hereby conditional that the Insurer's utilization of its rights in terms of this condition shall not adversely affect the Insured's management of his business or his goodwill.

GENERAL EXCLUSIONS – APPLICABLE TO THE POLICY

1. Sanction and Embargo Clause (Sanction Limitation and Exclusion Clause LMA 3100)

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.
Notwithstanding anything to the contrary contained in the above-listed reinsurance contract wordings, it is hereby noted and agreed that trade or economic sanctions, laws or regulations of the UK and/ or USA do not to apply to the undersigned reinsurer, insofar as they contradict any regulation or specific national law applicable to the undersigned reinsurer

EXCLUSION CLAUSE FOR SANCTIONED CRUDE OIL
Notwithstanding anything to the contrary contained herein, the cover provided under this policy expressly excludes any loss of and / or damage to crude oil in stocks sourced or purchased from any Country or Entity which is subject to the Sanctions and Embargo Clause (hereby referred to as Sanctioned Crude Oil).

In the event of a recoverable loss emanating from an area storing Sanctioned Crude Oil, which spreads and/or impacts other areas of the plant/ stock, subject at all times to the Sanctions and Embargo Clause cover shall be provided for all such areas of the plant/stock including the storage tanks where Sanctioned Crude Oil is stored and the non-Sanctioned Crude Oil in stock that may be in the same storage tank(s) and only the Sanctioned Crude Oil in stock will be excluded.

Subject always to the terms, conditions and exclusions of the policy, any processed product that contains Sanctioned Crude Oil shall, to the extent permitted under applicable sanction laws and regulations, at all times be covered under this policy.

To the extent permitted under applicable sanction laws and regulations if any (re) insurer is not able to cover and/or pay claim due the Sanctions and Embargo Clause, only that amount not payable due to the Sanctions and Embargo Clause shall be excluded.

In the event of a loss hereunder to crude oil stocks, the indemnity amount shall, to the extent permitted under applicable sanction laws and regulations, be calculated by making an adjustment to exclude Sanctioned Crude Oil in accordance with the latest import / blending log as maintained by the Scheduling and Planning department (or equivalent) at the Refinery location of the incurred loss.

Notwithstanding anything to the contrary contained in the above-listed reinsurance contract wordings, it is hereby noted and agreed that trade or economic sanctions, laws or regulations of the UK and/ or USA do not to apply to the undersigned reinsurer, insofar as they contradict any regulation or specific national law applicable to the undersigned reinsurer.

Section 3 – Optional Covers

Optional Coverages to Section 1 – Property Damage

1. **Loss of Rent: -**
   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

2. **Machinery Breakdown**

1. It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in this Policy or endorsed thereon, and subject to the Insured having paid the agreed additional Premium, this Policy is extended to include direct sudden and accidental physical loss or damage sustained to or destruction of any machinery, including by or happening through any mechanical, electrical, electro mechanical, electronic or hydraulic malfunction, failure, derangement, breakdown or non-operation of whatsoever

kind up to the separate limit or sublimit contained in the Schedule. Exclusion I & J contained in the Policy shall be deleted as far as applicable.
It is a requirement of this Policy that the Sum(s) Insured specified in the Schedule in respect of machinery shall not be less than the New Replacement Value of such property. In the event of any indemnification under this Section the Sum(s) Insured shall be automatically reinstated.

2. For the purpose of this cover machinery means any mechanical, electrical and electronic equipment.

3. In the event of any loss or damage, the basis of loss settlement under this endorsement shall be as follows:
The Insurer will at its option repair, rebuild or replace any damaged item or pay for the cost of repairing, rebuilding or replacing same, subject to the following conditions:
   I. For machinery older than five (5) years (to be calculated from the date of manufacture) and for mobile units of any age (to be calculated from the date of manufacture) the basis of settlement is Actual Cash Value (as defined in this Policy).
   II. Conditions regarding Actual Cash Value settlement
   For damage which can be repaired the costs necessarily incurred to restore the machinery to its former state of serviceability plus the cost of dismantling and re-erection incurred for the purpose of effecting the repairs as well as ordinary freight to and from a repair shop, customs duties and dues, if any, to the extent that such expenses have been included in the Sum(s) Insured. If the repairs are carried out at a workshop owned by the Insured, the Insurer shall pay the cost of materials and wages incurred for the purpose of the repairs plus a reasonable percentage to cover overhead charges. No deduction shall be made for Depreciation in respect of parts replaced.
   If the cost of repairs equals or exceeds the Actual Cash Value of the machinery immediately before the Occurrence of loss or damage, that property shall be regarded as a total loss.

   In the event of a total loss the Insurer shall pay the Actual Cash Value of the machinery insured immediately before the Occurrence, including charges for ordinary freight, cost of erection and customs duties, if any, provided such expenses have been included in the Sum(s) Insured. The Insurer shall also pay any reasonable costs to dismantle damaged equipment.
   Where parts are no longer available estimated cost of similar parts currently available or if unavailable no more than the manufacturers or suppliers latest list price.

   III. For all other machinery (to be calculated from the date of manufacture), the basis of settlement is New Replacement Value.
   IV. The following shall be excluded from the cover provided by this endorsement:
      a. Mechanical, electrical and electronic equipment prior to the successful completion of their performance acceptance tests;
      b. Goods in process if loss or damage arises from the process of manufacture, testing, repairing, cleaning, restoring, alteration, renovation or servicing;
      c. Any malfunction of hardware, software or embedded chips as well as any loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data and Computer Virus; but this shall not exclude liability for loss of or damage to other parts of the Property Insured as a consequence thereof;

d. Costs arising from false or unauthorised programming, punching, labelling or inserting, inadvertent cancelling of information or discarding of data media and from loss of information caused by magnetic fields;
e. Consequential Loss or any costs to reduce it, except as provided in Section 2 (business interruption);
f. The cost of carrying out of normal maintenance, such as the tightening of loose parts, recalibration or adjustments;
g. Loss of or damage which the Insured knew or reasonably should have known to be defective before the loss or damage occurred;
h. Damage caused during the course of maintenance, inspection, repair, alteration, modification or overhaul;
i. Damage caused during installation, erection or relocation;
j. Damage to foundations, brickwork, and refractory materials other than as a result of insured damage;
k. Damage arising out of plant being subjected to tests involving abnormal stresses or arising out of plant being deliberately overloaded;
l. Damage caused by a deliberate act, neglect or omission on the Insured's part;
m. Loss or damage for which the manufacturer or supplier or other parties are responsible under a maintenance or warranty agreement;
n. The cost of alterations, improvements or overhauls unless it is required for the repair or replacement;
o. Loss or damage caused directly or indirectly from fire, smoke or soot, extinguishing of a fire or subsequent demolition, lightning, hail, wind, rain, Storm, Flood, impact by aircraft or other aerial devices, theft or attempted theft, malicious damage, Earthquake, subsidence, landslip earth movement, subterranean fire, Volcanic Eruption, impact by land vehicles or watercraft;
p. Loss of or damage to exchangeable tools, e.g. dies, moulds, engraved cylinders, parts which by their use and/or nature suffer a high rate of wear or Depreciation, e.g. refractory linings, crushing hammers, objects made of glass, belts, ropes, wires, rubber tyres, operating media, e.g. lubricants, fuels, catalysts; and
q. Wear and tear, rust, corrosion, erosion, cavitation, boiler scale, incrustation, deterioration, settling, gradual cracking, gradually developing deformation or distortion, gradual deterioration due to atmospheric conditions or due to other causes, but this exclusion shall be limited to the items immediately affected and shall not exclude liability for loss or damage to other parts of the Property Insured as a consequence thereof.

Optional Coverages to Business Interruption (Section 2)

1. Contingent Business Interruption Endorsement: -

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 this Policy is extended to cover the actual loss sustained by the Insured during the Period of insurance as a direct result of a direct sudden and accidental physical loss or damage sustained from a peril covered under Section 1 of this Policy to property owned or controlled by the following direct suppliers or direct receivers

The Insurer shall not be liable under this extension for more than the sublimit specified under the Schedule of this Policy for contingent business interruption, which shall apply to all loss arising out of any one Occurrence.
All other terms and conditions of this Policy remain unchanged.

2. **Prevention of Access Endorsement: -**

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:

3. **Service Interruption Endorsement**

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.

Optional Cover to both Sections:

1. Terrorism Damage Cover (Material Damage and Loss of Profit)

INSURING CLAUSE

Subject otherwise to the terms, exclusions, provisions and conditions contained in the Policy and in consideration of the payment by the Insured to the Company of additional premium as stated in the 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 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 unauthorised instructions or code or the use of any electromagnetic weapon.
   This exclusion shall not operate to exclude losses(which would otherwise be covered under this Policy) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile;
9. loss or damage caused by vandals or other persons acting maliciously or by way of protest or strikes, labour unrest, 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 the reconstruction, repair or demolition of any property insured hereunder;
11. any consequential loss or damage, loss of use, delay or loss of markets, loss of income, depreciation, reduction in functionality, or increased cost of working;

12. loss or damage caused by factors including but not limited to cessation, fluctuation or variation in, or insufficiency of, water, gas or electricity supplies and telecommunications or any type of service;
13. loss or increased cost as a result of threat or hoax;
14. loss or damage caused by or arising out of burglary, house - breaking, looting, theft, larceny or any such attempt or any omission of any kind of any person (whether or not such act is committed in the course of a disturbance of public peace) in any action taken in respect of an act of sabotage and/or terrorism;
15. loss or damage caused by mysterious disappearance or unexplained loss;
16. loss or damage directly or indirectly caused by mould, mildew, fungus, spores or other micro-organism of any type, nature or description, including but not limited to any substance whose presence poses an actual or potential threat to human health;
17. total or partial cessation of work or the retardation or interruption or cessation of any processor operations or omissions of any kind;
18. Any loss due to fines or damages for breach of contract or penalties of whatever nature;
19. Any infidelity, fraudulent, dishonest or criminal act by any director, officer or trustee of the Insured whether acting alone or in collusion with others;
20. Any debt, insolvency or commercial failure, whether to provide bond or security or otherwise, or any other financial cause of any party or person whatsoever.
21. loss or damage caused by Civil Commotion, Insurrection, Revolution or Rebellion, Mutiny and/or Coup 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;
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 25,000,000,000 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. 25,000,000,000/- 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 anyone 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 25,000,000,000 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.

EXCESS

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 25,000,000,000 whichever is lower. In respect of several insurance policies with in the same compound /location, the maximum aggregate loss payable per compound/location by any one or all insurers shall be INR 25,000,000,000.

MID TERM COVER

In case the coverage under this endorsement is granted during the currency of the policy, no claims will be payable for loss or damage to property caused by an act of sabotage

and/or terrorism occurring during the first 15 (fifteen) days from the date of granting such cover. There should be no known or recorded/reported losses from ground up including threats/hoaxes from date of inception of policy to the date of granting such cover.

SANCTION, LIMITATION AND EXCLUSION CLAUSE

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

CANCELLATION CLAUSE

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

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

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

Claim Process: -

1. On the happening of any loss or damage, the Insured shall forthwith give notice thereof to the Company and shall within 15 days after the loss or damage, or such further time as the Company may in writing allow in that behalf, deliver to the Company:
   a. Claim in writing for the loss or damage containing, as particular an account as may be reasonably practicable, of all the several articles or items or property damaged or destroyed, and of the amount of the loss or damage thereto respectively, having regard to their value at the time of the loss or damage not including profit of any kind.
   b. Particulars of all other insurances, if any.

   The Insured shall also, at all times at his own expense, produce, procure and give to the Company all such further particulars, plans, specification, books, vouchers, invoices, duplicates or copies thereof, documents, investigation reports (internal/ external) proofs and information with respect to the claim and the origin and cause of the fire and the circumstances under which the loss or damage occurred, and any matter touching the liability or the amount of the liability of the Company, as may be reasonably required by or on behalf of the Company, together with declaration on oath or in other legal form of the truth of the claims and of any connected therewith.

   No claim under this policy shall be payable unless the terms of this condition have been complied with.

2. In no case whatsoever shall the Company be liable for any loss or damage after the expiration of 12 months from the happening of the loss or damage, unless the claim is

the subject of pending action or arbitration; it being expressly agreed and declared that if the Company shall disclaim liability for any claim hereunder and such claim shall not, within 12 months from the date of the disclaimer, have been made the subject matter of a suit in a court of law, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

3. On the happening of loss or damage to any of the property insured by this policy, the Company may
   a. Enter and take and keep possession of the building or premises where the loss or damage has happened.
   b. Take possession of or require to be delivered to it, any property of the Insured in the building or on the premises at the time of the loss or damage.
   c. Keep possession of any such property and examine, arrange, remove or otherwise deal with the same.
   d. Sell any such property or dispose of the same for account of whom it may concern.
   e. The powers conferred by this condition shall be exercisable by the Company at any time, until notice in writing is given by the Insured that he makes no claim under the Policy, or if any claim is made, until such claim is finally determined or withdrawn, and the Company shall not by any act done in the exercise or purported exercise of its powers hereunder, incur any liability to the Insured or diminish its rights to rely upon any of the conditions of this Policy in answer to any claim.
      If the Insured or any person on his behalf shall not comply with the requirements of the Company or shall hinder or obstruct the Company, in the exercise of its powers hereunder, all benefits under this Policy shall be forfeited.
      The Insured shall not in any case be entitled to abandon any property to the Company whether taken possession of by the Company or not.

4. If the claim be in any respect fraudulent, or if any false declaration be made or used in support thereof or if any fraudulent means or devices are used by the Insured or any one acting on his behalf, to obtain any benefit under the policy or if the loss or damage be occasioned by the willful act, or with the connivance of the Insured, all benefits under this Policy shall be forfeited.

5. 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 as would be requisite to reinstate or repair such property if the same could lawfully be reinstated to its former condition.

6. If the property hereby insured shall, at the time of reinstatement/ replacement/ repair following a loss or damage indemnifiable under the Policy, be of greater value than the sum Insured under the Policy, then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable proportion of loss.
   Each item of the Policy to which this condition applies shall be separately subject to the foregoing provisions.
   Provided however that if the said sum insured in respect of such item(s) of the Schedule shall not be less than 85% (Eighty Five percent) of the value of the item(s) thereat, this condition shall be of no purpose and effect.

7. If, at the time of any loss or damage happening to any property hereby insured, there be any other subsisting insurance or insurances, whether effected by the Insured or by any other person or persons covering the same property, this Company shall not be liable to pay or contribute more than its rateable proportion of such loss or damage.

8. The Insured shall at the expense of the Company do and concur in doing, and permit to be done, all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated, upon its paying for or making good any loss or damage under this policy, whether such acts and things shall be or become necessary or required before or after his indemnification by the Company.

9. If any dispute or difference shall arise as to the quantum to be paid under this Policy (liability being otherwise admitted), such difference shall independently of all other questions, be referred to the decision of a sole arbitrator to be appointed in writing by the parties to or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/ difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.
   It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as hereinbefore provided, if the Company has disputed or not accepted liability under or in respect of this policy.
   It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this policy that the award by such arbitrator/ arbitrators of the amount of the loss or damage shall be first obtained.

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

11. 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. Thus, continuous cover to the full extent will be available not

withstanding 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.

Arbitration:

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

Claim Clause/ Settlement of Claim:

1) Claim Intimation: Connect with us via: Toll-free no.: 1800 2666,

Email ID: customersupport@icicilombard.com, on our website: https://coclaims.icicilombard.com/claimstracker/CommercialClaims/ccplandingpage.aspx

Register the claim and submit claim related documents along with claim form. You will receive a claim reference number as your reference point for future correspondence.

2) File an FIR: In case of third-party property damage/bodily injury, fire etc. if applicable as per policy terms and conditions.

3) Surveyor Appointment: Your Claims Manager (CSM) will contact you and appoint a licensed surveyor basis claim eligibility within 24 hours of reporting the claim

4) Documents: submit documents to the assigned CSM/Surveyor.

List of documents which are necessary and relevant to the claim are as below:

1. Claim bill / Claim Form duly filled up
2. Photographs / Video of damaged property/item under claim
3. Document/s in support of admissibility of the claim, for instance, Service Engineer's Report, Fire Brigade Report, etc.
4. FIR / Final Police investigation report wherever applicable
5. For items which are to be repaired or reinstated, repair/ replacement quotation, invoice and payment proofs for each and every item as claimed.
6. For items which are under claim & not to be repaired or reinstated, documents substantiating the quantum & value of the items under claim
7. Offer for retention of salvage, if any
8. KYC / NEFT Details as per AML guidelines
9. Invoice copy / Goods Receipt Note / Monetary Claim on carrier / Damage Certificate
10. Any other document which may be specified by the surveyor post completion of initial survey

5) Assessment Approval: Repair/Replacement details submitted in support of the claim will be assessed and approved by CSM/surveyor

6) Salvage: The amount that is assessed which the damaged asset will fetch in the open market (wherever applicable).

7) Turnaround Time (TAT): Assessment sheet /Survey report will be furnished within 15 days of receipt of claim form and documents. Claim will be decided within 7 days of receipt of the assessment sheet / survey report (This condition will not apply in case of policies issued on the property/building on reinstatement value basis) (Applicable to Retail policyholder).

Grievances

For resolution of any query or grievance, Insured may contact the respective branch office of the Company or may call toll free no.1800-2666 or may approach us at the sub section "Grievance Redressal" on our website www.icicilombard.com (Customer Support section). However, if the resolution provided by us is not satisfactory you may approach Insurance Regulatory and Development Authority of India (IRDAI) through the Bima Bharosa Portal - https://bimabharosa.irdai.gov.in/ or IRDAI Grievance Call Centre (IGCC) at their toll free no. 1800 4254 732 / 155255. You may also approach Insurance Ombudsman, subject to vested jurisdiction, for the redressal of grievance. Details of Insurance Ombudsman offices are available at IRDAI website: www.irdai.gov.in, or on the Company's website at www.icicilombard.com.

The details of Insurance Ombudsman are available below:-

S no.	Name of office of insurance Ombudsman	Territorial Area of jurisdiction
1	AHMEDABAD Shri Kuldip Singh, Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@cioins.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
2	BENGALURU Mr. Vipin Anand, Office of the Insurance Ombudsman, Jeevan Soudha Building,PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@cioins.co.in	Karnataka
3	BHOPAL Shri R. M. Singh Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003.	Madhya Pradesh, Chattisgarh.

	Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203 Email: bimalokpal.bhopal@cioins.co.in	
4	BHUBANESHWAR Shri Suresh Chandra Panda, Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@cioins.co.in	Odisha.
5	CHANDIGARH Mr. Atul Jerath, Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email: bimalokpal.chandigarh@cioins.co.in	Punjab, Haryana (excluding Gurugram, Faridabad, Sonepat and Bahadurgarh), Himachal Pradesh, Union Territory of Jammu & Kashmir, Ladakh & Chandigarh.
6	CHENNAI Shri Segar Sampathkumar, Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 Email: bimalokpal.chennai@cioins.co.in	Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry).
7	DELHI Shri Sudhir Krishna, Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23232481/23213504 Email: bimalokpal.delhi@cioins.co.in	Delhi & following District of Haryana – Gurugram, Faridabad, Sonepat and Bahadurgarh
8	ERNAKULAM Shri G Radhakrishnan Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@cioins.co.in	Kerala, Lakshadweep, Mahe-a part of Puducherry.
9	GUWAHATI Shri Somnath Ghosh, Office of the Insurance Ombudsman,	Assam, Meghalaya, Manipur,

	Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: bimalokpal.guwahati@cioins.co.in	Mizoram, Arunachal Pradesh, Nagaland and Tripura.
10	HYDERABAD Shri N Sankaran Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 67504123 / 23312122 Fax: 040 – 23376599 Email: bimalokpal.hyderabad@cioins.co.in	Andhra Pradesh, Telangana, Yanam and Part of Territory of Puducherry.
11	JAIPUR Shri Rajiv Dutt Sharma, Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: Bimalokpal.jaipur@cioins.co.in	Rajasthan.
12	KOLKATA Shri P K Rath, Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341 Email: bimalokpal.kolkata@cioins.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands.
13	LUCKNOW Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: bimalokpal.lucknow@cioins.co.in	Districts of Uttar Pradesh : Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhabdra, Fatehpur, Pratapgarh, Jaunpur,Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.
14	MUMBAI	Goa,

	Shri Bharatkumar S. Pandya Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052 Email: bimalokpal.mumbai@cioins.co.in	Mumbai Metropolitan Region Excluding (Navi Mumbai & Thane).
15	NOIDA Shri Chandra Shekhar Prasad, Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur
16	PATNA Shri N. K Singh Office of the Insurance Ombudsman, 1st Floor,Kalpana Arcade Building,, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952 Email: bimalokpal.patna@cioins.co.in	Bihar, Jharkhand.
17	PUNE Shri Vinay Sah Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-41312555 Email: bimalokpal.pune@cioins.co.in	Maharashtra, Area of Navi Mumbai and Thane (excluding Mumbai Metropolitan Region).
18	THANE Insurance Ombudsman Office of the Insurance Ombudsman, 2nd Floor,Jeevan Chintamani Building, Vasantrao Naik Mahamarg, Thane (West) Thane - 400604 Email: bimalokpal.thane@cioins.co.in	Area of Navi Mumbai, Thane District, Raigad District, Palghar District and wards of Mumbai M/East, M/West, N, S and T

The updated details of Insurance Ombudsman are also available on IRDAI website: www.irdai.gov.in on the website of Office of the Executive Council of Insurers: www.cioins.co.in website of the Company www.icicilombard.com or from any of the offices of the Company.

Information about Us

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