Sales Literature

(Business Edge Policy)

Scope

This POLICY insures all risks of direct physical loss or damage to INSURED PROPERTY while on INSURED LOCATION(S) provided such physical loss or damage occurs during the term of this POLICY, subject to the terms, conditions, exclusions and limitations contained herein or endorsed hereon and in consideration of the premium paid,

Exclusions

Property Not Insured

INSURED PROPERTY does not include and this POLICY does not insure loss or damage to the following:

1. bills, notes, MONEY, SECURITIES, PRECIOUS METALS, precious stones, semi-precious stones, jewelry, furs;
2. land, water or any other substance in or on land, except this exclusion does not apply to:
   a. LAND IMPROVEMENTS
   b. water which is normally contained within any enclosed tank, piping system or any other processing equipment;
3. animals, growing and standing crops, trees, standing timber, plants, shrubs and lawns, except this exclusion does not apply to property that is LAND IMPROVEMENTS as defined herein;
4. aircraft or watercraft and contents thereof, rolling stock, spacecraft, satellites including their launch vehicles and launch sites;
5. waterborne equipment or OFFSHORE property, including any OFFSHORE drilling and production rigs. OFFSHORE property means property away from the shore but not connected to the shore by dock, piers or any other physical connection other than pipelines. In the Gulf of Mexico off Texas and Louisiana, OFFSHORE is to be seaward of the Inland edge of the Lease
   Block of the Plane Coordinate System, as defined on United States Department of Land Management Leasing Maps;
6. motor vehicles licensed for highway use, except when at INSURED LOCATION(S). This POLICY does insure the INSURED'S LIABILITY for motor vehicles of others while at INSURED LOCATION(S);
7. underground mines, mine shafts, caverns, tunnels, or any property within such underground mines, mine shafts, caverns or tunnels;

8. underwater piping and its contents, fittings, conduits, drains or flues, all situated outside INSURED LOCATION(S);

9. air supported structures and the contents thereof;

10. bulkheads, bridges, retaining walls, revetments, dikes, jetties, wharves, piers, docks, levees and property thereon when loss or damage is caused by action of water or ice or impact of watercraft;

11. above ground transmission and distribution lines including but not limited to wires, cables, poles, pylons, transformers, standards, towers or other supporting structures, which may be attendant to the transmission or distribution of electrical power, telephone or telegraph signals, and all other communications signals, whether audio or visual. However, this exclusion does not apply when such property is situated at INSURED LOCATION(S). Nor does this exclusion apply to coverage granted under **Service Interruption** provisions of this POLICY;

12. nuclear power plants, facilities handling or processing nuclear fuel or waste;

13. property in transit, except as otherwise provided under the **Transportation** provision of this POLICY;

14. property sold by the Insured under conditional sale, trust agreement, installment plan or other deferred payment plan after delivery to customers, except as provided by the **Installment Or Deferred Payments** provision of this POLICY;

15. property at INSURED LOCATION(S) where the Insured has ceased operations except as provided under the **Vacancy** provision of this POLICY;

16. contractors' and subcontractors' machinery, tools and equipment used in erection of INSURED PROPERTY unless the total capital value of such property is directly and specifically charged to the Insured as part of the job or project to which the machinery, tools or equipment are provided;

17. the Insured's product when loss or damage is caused by or results from errors in design, poor workmanship, or use of faulty materials, in the development, processing, testing or manufacture of the Insured's product;

18. stock or materials when loss or damage is caused by manufacturing or processing operations which result in damage to such property while being processed, manufactured, tested or otherwise being worked upon;

19. ELECTRONIC DATA PROCESSING MEDIA for, or programming records pertaining to electronic and electromechanical data processing or electronically controlled equipment, including the data thereon when loss or damage is caused by error or omission in machine programming or instructions to machine, except as may otherwise be provided under **Electronic Data Processing System** coverage provision of this POLICY;

20. ELECTRONIC DATA, except as may be otherwise provided under **Data Restoration** coverage or **Electronic Data Processing System c**overage provisions of this POLICY;

21. the interior portion of buildings under construction, alteration or repair when loss or damage is caused by rain, sleet or snow, whether or not driven by WIND, when the installation of the roof, walls and windows of such buildings has not been completed.

Types of Loss or Damage Not Insured

This POLICY does not insure against the following types of loss or damage:

1. a. indirect or remote loss or damage;

   b. delay or loss of market; or

   c. interruption of business unless otherwise provided hereon;

2. the cost of correcting or making good, including but not limited to the costs that would have been incurred to rectify any of the following had such rectification been effected immediately prior to the loss or damage:

   a. fault, inherent or latent defect, error, deficiency or omission in construction, design, plans, specifications, engineering or surveying; or

   b. faulty or defective workmanship, supplies or material;

3. unexplained or mysterious disappearance of any property, or shortage disclosed by audit or upon taking inventory;

4. accumulated effects of smog, smoke, vapor, liquid and dust;

5. a. wear and tear, deterioration, depletion, erosion, corrosion;

   b. settling, cracking, shrinkage, bulging or expansion of pavements, foundations, walls, floors, roofs or ceilings; or

   c. shrinkage, evaporation, leakage of contents, change in flavor or texture or finish, decay or other spoilage;

   unless physical loss or damage insured by this POLICY results, then only that resulting loss or damage is insured.

6. mold, mildew, fungus, spores or other microorganism of any type, nature, or description, including but not limited to any substance whose presence poses an actual or potential threat to human health, wet rot or dry rot, unless such loss or damage results directly from physical loss or damage insured by this POLICY and then only to the limit of liability shown in the **Coverage Purchased and Coverage Not Purchased** section of this POLICY.

If no limit of liability is shown in the **Coverage Purchased and Coverage Not Purchased** section of this POLICY, then this exclusion applies regardless whether there is:

a. any physical loss or damage to INSURED PROPERTY;

b. any insured cause of loss or damage, whether or not contributing concurrently or in any sequence;

c. any loss of use, occupancy, or functionality; or

d. any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation, or steps taken to address medical or legal concerns.

7. Any and all loss or damage, including TIME ELEMENT, occasioned by damage to or failure of, any type whatsoever, to the internet including the World Wide Web (WWW), unless physical loss or damage insured by this POLICY results, then only that resulting loss or damage is insured, except as may be otherwise provided under **Electronic Data Processing System** coverage provision of this POLICY.

8. Any loss resulting from the voluntary parting with title or possession of property if induced by any fraudulent act or by false pretense.

Causes of Loss Not Insured

This POLICY does not insure against loss or damage caused by any of the following:

1. Animals, vermin or insects unless physical loss or damage insured by this POLICY results, then only that resulting loss or damage is insured;

2. Any fraudulent, dishonest or other act intended to result in a financial gain of the Insured or any associate, proprietor, director, trustee, officer, employee or agent of any insured;

3. Dampness or dryness of atmosphere, or extremes or changes of temperature, unless physical loss or damage insured by this POLICY results, then only that resulting loss or damage is insured;

4. Lack of the following services when caused by loss or damage to any property outside INSURED LOCATION(S):

   a. incoming electricity, fuel, gas, refrigerant, steam, water;

   b. outgoing sewerage; or

   c. incoming or outgoing audio, voice and video;

   This exclusion does not apply to the **Service Interruption – Property Damage** and **Service Interruption - Time Element** provisions of this POLICY.

5. Loss or damage due to the discharge, dispersal, seepage, migration, release or escape of CONTAMINANTS (except as provided under the **Radioactive Contamination** provision of this POLICY), unless the discharge, dispersal, seepage, migration, release or escape is directly caused by physical loss or damage insured by this POLICY.

6. Loss or damage caused by any of the following, regardless of any other cause or event contributing concurrently or in any other sequence to the loss or damage:

   a. Nuclear reaction or nuclear radiation, or radioactive contamination (except as provided under the **Radioactive Contamination** provision of this POLICY), all

whether controlled or uncontrolled. However, subject to the foregoing and all provisions of this POLICY, direct loss by fire resulting from nuclear reaction or nuclear radiation or radioactive contamination is insured against by this POLICY.

b. Hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack:

   i. by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces; or

   ii. by military, naval or air forces; or

   iii. by an agent of any such government, power, authority or forces;

it being understood that any discharge, explosion or use of any weapon of war employing nuclear fission or fusion shall be conclusively presumed to be such a hostile or warlike action by such a government, power, authority or forces;

c. insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an OCCURRENCE.

d. The unlawful possession, use, release, discharge, dispersal or disposal of any chemical, bacteriological, viral, radioactive or similar agents or matter regardless of who is responsible for the act and whether war has been declared or not.

e. The unlawful possession, use, release, discharge, detonation, dispersal or disposal of any device or material capable of producing a nuclear reaction or the spread of radioactivity, regardless of who is responsible for the act and whether war has been declared or not.

7. Enforcement of any law, ordinance, regulation or rule regulating or restricting the construction, installation, repair, replacement, demolition, occupancy, operation or other use of property on INSURED LOCATION(S) except as provided in the **Demolition and Increased Cost of Construction** provision of this POLICY.

8. Any increase of loss resulting from interference at INSURED LOCATION(S) by strikers or other persons, with rebuilding, repairing or replacing property or with the resumption or continuation of business.

9. Any loss, damage, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting there from, except if loss or damage from fire, explosion, or SPRINKLER LEAKAGE results, then only that resulting loss or damage is insured, except as may be otherwise provided under the **Electronic Data Processing System** coverage provision of this POLICY.

10. Confiscation, expropriation, nationalization, commandeering, requisition or destruction of or damage to property by order of the government de jure or de facto or any public, municipal or local authority of the territory in which the property is situated; seizure or destruction under quarantine or customs regulation.

Time Element Exclusions

1. This POLICY does not insure against TIME ELEMENT loss for any period during which business would not or could not have been conducted for any reason other than physical loss or damage insured by this POLICY to INSURED PROPERTY.

2. This POLICY does not insure against any increase in the TIME ELEMENT loss due to:

   a. suspension, cancellation or lapse of any lease, contract, license or orders;

   b. damages for breach of contract or for late or non-completion of orders;

   c. fines or penalties of any nature; or

   d. any other consequential or remote loss.

However, a. and d. above do not apply to **Gross Profits** or **Extended Period of Liability** provision of this POLICY.

3. This POLICY does not insure against any **Gross Earnings** loss resulting from loss or damage to FINISHED GOODS manufactured by the Insured or MERCHANDISE when valued at its selling price, nor the time required for their reproduction. However, this exclusion does not apply to **Gross Profits**.

Sum Insured

Valuation

1. Adjustment of the loss amount for physical loss or damage insured by this POLICY will be computed as of the date of loss at the INSURED LOCATION(S) where such physical loss or damage occurred, and for no more than the interest of the Insured in such property, subject to the following:

1. buildings and structures, building equipment, plant equipment, machinery, machine parts, office furniture, office equipment, tools, dies, jigs, templates, patterns and flasks, except all such property that is obsolete or useless to the Insured:

   a. if repaired, rebuilt or replaced, at the same or at another site, within 2 consecutive calendar years from the date of loss or damage, the lesser of the following:

      i. the cost to repair, rebuild or replace on the same site, with new and current materials of like size, kind and quality, whichever is the least;

      ii. the actual expenditure incurred by or on behalf of the Insured in repairing, rebuilding or replacing on the same or another site, whichever is the least;

   but in no event to include any increased costs resulting from the enforcement of any law, ordinance, regulation or rule regulating or restricting the construction, installation, repair, replacement, demolition, occupancy, operation or other use of property at INSURED LOCATION(S);

b. if not repaired, rebuilt or replaced, at the same or another site, within 2 consecutive calendar years from the date of loss or damage:

the ACTUAL CASH VALUE at the time and place of loss.

2. catalysts or refractory material:

the ACTUAL CASH VALUE of the material which equals the replacement cost at the time of loss or damage multiplied by the remaining useful life factor. Remaining useful life factor means the normal useful life of the material in months minus the number of months the material had been in use at the time of the loss or damage, divided by the normal useful life of the material in months.

3. FINISHED GOODS manufactured by the Insured:

a. as respects INSURED LOCATION(S) where **Gross Profits** applies, the replacement cost;

b. as respects all other INSURED LOCATION(S), the regular cash selling price less all discounts and charges to which the FINISHED GOODS would have been subject and a commensurate reduction to reflect waste, pilferage, breakage, spoilage or other factors that would have affected the sale of FINISHED GOODS had no physical loss or damage occurred.

4. motor vehicles or other mobile equipment not manufactured by the Insured, the least of the following: a. the repair cost;

b. the replacement cost; or

c. the ACTUAL CASH VALUE if not replaced.

5. Pair, Set or Parts - In the event of loss of or damage (as insured against by this POLICY) to:

a. any article or articles which are a part of a pair or set, the measure of loss of or damage to such article or articles shall be a reasonable and fair proportion of the total value of the pair or set, giving consideration to the importance of said article or articles, but in no event shall such loss or damage be construed to mean total loss of the pair or set; or

b. any part of INSURED PROPERTY consisting, when complete for use, of several parts, the Company shall be liable only for the value of the part lost or damaged.

6. RAW STOCK, MERCHANDISE and supplies:

the replacement cost, unless the regular cash selling price less all discounts and charges for merchandise has been specifically submitted to, accepted by and on file with the Company.

7. STOCK IN PROCESS:

a. the replacement cost of raw materials;

b. the cost of labor expended at the time of loss or damage; and

c. the proper proportion of overhead charges.

8. exposed films, records, manuscripts, and drawings that are not VALUABLE PAPERS AND RECORDS:

   a. the replacement cost of exposed films, records, manuscripts, and drawings blank; plus

   b. the cost of copying information from back-ups or from originals of a previous generation;

   c. excluding all other costs, such as the cost for research or engineering, incurred in restoring or recreating the information lost, except as may be otherwise provided under **Data Restoration** coverage provided elsewhere.

9. VALUABLE PAPERS AND RECORDS, the least of the following:

   a. the reasonable and necessary costs to repair or restore to a functional usage condition;

   b. the replacement cost;

   c. excluding all other costs, such as the cost for research, engineering, programming, or assembling or gathering information, incurred in restoring or recreating the ELECTRONIC DATA lost, except as may be otherwise provided under **Data Restoration** coverage provided elsewhere.

10. ELECTRONIC DATA PROCESSING MEDIA

   a. if repaired or replaced within 2 consecutive calendar years from the date of loss or damage:

      i. the cost of the ELECTRONIC DATA PROCESSING MEDIA blank; plus the cost to repair, replace or restore such ELECTRONIC DATA PROCESSING MEDIA to the condition that existed immediately prior to such loss or damage, including the cost of copying the ELECTRONIC DATA from back-ups or from originals of a previous generation;

   b. if not repaired or replaced within 2 consecutive calendar years from the date of loss or damage:

      i. the replacement cost of the ELECTRONIC DATA PROCESSING MEDIA blank;

   c. excluding all other costs, such as the cost for research, engineering, programming, or assembling or gathering information, incurred in restoring or recreating the ELECTRONIC DATA lost, except as may be otherwise provided under **Data Restoration** coverage provided elsewhere.

11. FINE ARTS, the least of the following:

   a. the reasonable and necessary costs to repair or restore to the functional usable condition that existed immediately prior to the physical of loss or damage;

   b. the replacement cost of substantially identical property;

   c. the ACTUAL CASH VALUE if not repaired or replaced or designated;

d. the amount designated, if any, for such FINE ARTS on the latest schedule submitted to, accepted by and on file with the Company.

e. In the event a FINE ARTS article is part of a pair or set, and such article, if physically damaged, cannot be repaired or replaced or restored to the physical condition that existed immediately prior to the physical loss or damage, the amount recoverable under this POLICY will be limited to the lesser of the following:

i. the full value of the pair or set; or

ii. the amount designated, if any, for such FINE ARTS pair or set on the latest schedule submitted to, accepted by and on file with the Company.

The Insured agrees to surrender the pair or set to the Company.

12. property insured under **Transportation**:

a. As respects property shipped to or for the account of the Insured, the actual invoice to the Insured including accrued costs and charges legally due to the Insured. Such charges may include the Insured's commission as a selling agent.

b. As respects property sold by the Insured and shipped to or for the purchaser's account, the Insured's selling invoice amount including prepaid or advanced freight costs.

c. As respects property not under invoice:

i. for property of the Insured, based on the **Valuation** provisions of this POLICY applying to the LOCATION from which the property is being transported;

ii. for other property, the ACTUAL CASH VALUE at the destination point on the date of the OCCURRENCE;

less any charges saved which would have become due and payable upon arrival at destination.

13. IMPROVEMENTS AND BETTERMENTS:

a. if repaired or replaced at the expense of the Insured within 2 consecutive calendar years from the date of loss or damage, the lesser of the following:

i. the cost to repair or replace the lost or damaged IMPROVEMENTS AND BETTERMENTS with new and current materials of like size, kind and quality, whichever is less;

ii. the actual expenditure incurred in repairing or replacing the lost or damaged IMPROVEMENTS AND BETTERMENTS, whichever is less;

b. if not repaired or replaced within 2 consecutive calendar years after such loss or damage:

that proportion of the original cost at the time of installation of the lost or damaged IMPROVEMENTS AND BETTERMENTS which the unexpired term of the lease at the time of loss or damage bears to the period from the date such IMPROVEMENTS

AND BETTERMENTS were made to the expiration date of the lease as of the date of loss or damage, and not including any rights or options for extensions or renewals;

c. if repaired or replaced at the expense of others for the use of the Insured, there shall be no liability hereunder.

14. unrepairable electrical or mechanical equipment, including computer equipment:

the cost to replace such damaged or destroyed property with the most functionally equivalent new and current equipment of like size, kind and quality even if such equipment:

a. has technological advantages;

b. represents an improvement in function; or

c. forms part of a program or system enhancement.

15. property planned and/or scheduled for demolition at the time of the loss or damage:

only the increased cost of demolition, if any, resulting from physical loss or damage insured by this POLICY.

16. real property or machinery and equipment, other than stock, held for sale at the time of the loss or damage. The lesser of the following:

a. the reasonably anticipated selling price;

b. market value.

17. personal property of others for which the Insured is legally liable in the event of loss or damage:

the amount otherwise recoverable in accordance with the **Valuation** provisions of this POLICY, but not to exceed the amount for which the Insured is legally liable.

18. property covered under **Installment or Deferred Payments** provision the loss amount will not exceed the least of the following:

a. total amount of unpaid installments less finance charges;

b. ACTUAL CASH VALUE of the property at the time of loss;

c. cost to repair or replace with material of like size, kind and quality.

19. all other property, including property that is obsolete or useless to the Insured: the ACTUAL CASH VALUE.

2. The Insured may elect not to repair or replace any real and personal property lost, destroyed or damaged and insured hereunder. However, if monies are expended on other capital expenditures related to the Insured's operations within 2 consecutive calendar years from the date of physical loss or damage the Insured will receive the lesser of the repair or replacement cost basis in respect of any property that has not been replaced. As a condition of collecting herein, such expenditure must be unplanned as of the date of physical loss or damage. This

does not extend to **Demolition and Increased Cost of Construction** provision of this POLICY.

Premium

Premium rate depends on construction of building and occupancy. Discount/loading in premium is given based on past claims experience for risks exceeding Rs. 50 crores Sum Insured at any location and installation of Fire Extinguisher Appliances.

Excess

Combined Single deductible for Material damage and Business Interruption Claims **Extensions**

PROPERTY DAMAGE COVERAGE EXTENSIONS, TERMS AND CONDITIONS

The following are subject to all terms, conditions, provisions, limitations and exclusions of this POLICY and in addition, any other terms, conditions, provisions, limitations and exclusions set forth below.

1. Accounts Receivable

a. This POLICY is extended to insure ACCOUNTS RECEIVABLE loss and expense resulting from direct physical loss or damage insured by this POLICY to the Insured's accounts receivable records, including accounts receivable records stored as ELECTRONIC DATA, while anywhere, including while in transit to the extent provided under **Transportation**, within the **Policy Territory**.

b. This extension also insures the following:

i. The interest charges on any loan to offset impaired collections pending repayment of such sum uncollectible as a result of such physical loss or damage.

Unearned interest and service charges on deferred payment accounts and normal credit losses on credit extended or bad debts will be deducted in determining the recovery.

ii. Any other necessary and reasonable costs incurred to reduce the loss, to the extent the loss is reduced.

c. In the event of loss to accounts receivable records, the Insured will use all reasonable efforts, including legal action, if necessary, to effect collection of outstanding accounts receivable.

d. The Insured agrees to use any suitable property or service owned or controlled by the Insured, or obtainable from other sources, in reducing the loss otherwise insured under this extension.

e. If it is possible to reconstruct accounts receivable records so that no ACCOUNTS RECEIVABLE loss is sustained, this POLICY insures only the reasonable and necessary

costs incurred for material and time required to re-establish or reconstruct such records, and not for any costs insured by any other insurance.

f. When there is proof that a loss covered by this POLICY has occurred but the Insured cannot accurately establish the total amount of accounts receivable outstanding as of the date of such loss, such amount shall be based on the Insured's monthly statements and shall be computed as follows:

i. determine the amount of all outstanding accounts receivable at the end of the same fiscal month in the year immediately preceding the year in which the loss occurs;

ii. calculate the percentage of increase or decrease in the average monthly total of accounts receivable for the 12 months immediately preceding the month in which the loss occurs, or such part thereof for which the Insured has furnished monthly statements to the Company, as compared with such average for the same months of the preceding year;

iii. the amount determined under i. above, increased or decreased by the percentage calculated under ii. above shall be the agreed total amount of accounts receivable as of the last day of the fiscal month in which said loss occurs;

iv. the amount determined under iii. above shall be increased or decreased in conformity with the normal fluctuations in the amount of accounts receivable during the fiscal month involved, due consideration being given to the experience of the business since the last day of the last fiscal month for which a statement has been rendered.

v. Add any collection expenses in excess of normal collection costs and made necessary because of loss or damage, and the reasonable expenses incurred in re-establishing accounts receivable records following the loss or damage.

g. All amounts recovered by the Insured on outstanding accounts receivable on the date of loss will belong and be paid to the Company up to the amount of loss paid by the Company. All recoveries exceeding the amount paid by the Company will belong to the Insured.

h. No coverage is provided under this extension for any shortage resulting from:

i. bookkeeping, accounting or billing errors or omissions; or

ii. alteration, falsification, manipulation, concealment, destruction or disposal of accounts receivable records committed to conceal the wrongful giving, taking, obtaining or withholding of MONEY, SECURITIES or other property; but only to the extent of such wrongful giving, taking, obtaining or withholding.

2. Brands and Labels

If branded or labeled MERCHANDISE or FINISHED GOODS insured by this POLICY is damaged and the Company elects to take all or any part of such MERCHANDISE or FINISHED GOODS at the value established by the provisions of this POLICY, the Insured may, at the

Company's expense, stamp "salvage" on the MERCHANDISE or FINISHED GOODS or its containers or may remove or obliterate the brands or labels, if such stamp, removal or obliteration will not physically damage or otherwise reduce the value of the MERCHANDISE or FINISHED GOODS, but the Company shall re-label the MERCHANDISE or FINISHED GOODS or containers in compliance with the requirements of law.

3. Coinsurance Deficiency

The values of the INSURED PROPERTY reported by the Insured to the Company in accordance with the Property Damage and TIME ELEMENT coverage sections of this POLICY are declared to be separately subject to average per INSURED LOCATION.

If, upon the occurrence of any direct physical loss or damage, the value of such INSURED PROPERTY is less than the PROPERTY DAMAGE VALUES and, if covered TIME ELEMENT loss is claimed, the TIME ELEMENT VALUES, the amount payable by the Company shall be proportionately reduced.

No condition of average will, however be applied if the difference between the values reported by the Insured to the Company and the APPLICABLE VALUES does not exceed 10% provided that the Insured has complied with the premium payment requirements of this POLICY.

If condition of average is applied, this POLICY is extended to insure the loss sustained from the application of this clause, subject to the sublimit shown in 2.4.

The Insured agrees to correct such deficiency within 45 days of its discovery and this POLICY shall not insure such deficiency after the 45 day period.

4. Communicable Disease Response

If an INSURED LOCATION owned, leased or rented by the Insured has the actual not suspected presence of COMMUNICABLE DISEASE and access to such INSURED LOCATION is limited, restricted or prohibited by:

a. an order of an authorized governmental agency regulating the actual not suspected presence of COMMUNICABLE DISEASE; or

b. a decision of an Officer of the Insured as a result of the actual not suspected presence of COMMUNICABLE DISEASE,

this POLICY covers the reasonable and necessary costs incurred by the Insured at such INSURED LOCATION with the actual not suspected presence of COMMUNICABLE DISEASE for the:

a. cleanup, removal and disposal of the actual not suspected presence of COMMUNICABLE DISEASES from INSURED PROPERTY; and

b. actual costs of fees payable to public relations services or actual costs of using the Insured’s employees for reputation management resulting from the actual not suspected presence of COMMUNICABLE DISEASES on INSURED PROPERTY.

This extension of coverage will apply when access to such INSURED LOCATION is limited, restricted or prohibited in excess of the WAITING PERIOD specified for this extension.

This extension of coverage does not cover any costs incurred due to any law or ordinance with which the Insured was legally obligated to comply prior to the actual not suspected presence of COMMUNICABLE DISEASE.

5. Control of Damaged Property

This POLICY gives control of physically damaged FINISHED GOODS or MERCHANDISE as follows:

a. the Insured will have full rights to the possession and control of damaged FINISHED GOODS or MERCHANDISE in the event of physical loss or damage insured by this POLICY to such FINISHED GOODS or MERCHANDISE provided proper testing is done to show which FINISHED GOODS or MERCHANDISE is physically damaged;

b. the Insured using reasonable judgment will decide if FINISHED GOODS or MERCHANDISE sustaining physical loss or damage can be reprocessed or sold;

c. FINISHED GOODS or MERCHANDISE so judged by the Insured to be unfit for reprocessing or selling will not be sold or disposed of except by the Insured, or with the Insured's consent; and

d. any salvage proceeds received will go to the:

   i. Company at the time of loss settlement; or

   ii. Insured if received prior to loss settlement and such proceeds will reduce the amount of loss payable hereunder.

e. Notwithstanding, the foregoing paragraphs a. through d., the Insured shall allow the Insurer any salvage which could be or which could have been obtained on any sale or other disposition of such goods or products through normal insurance industry salvage practices.

6. Course of Construction

a. This POLICY is extended to insure direct physical loss or damage insured by this POLICY to:

   i. new buildings or structures while in the course of construction, including materials and supplies intended to become a permanent part thereof located within the **Policy Territory**;

   ii. machinery and equipment while in the course of installation, erection or assembly, including materials and supplies intended to become a permanent part thereof located within the **Policy Territory.**

   With respect to items i. and ii. of this extension, the POLICY Sublimit(s) specified for this extension does not apply to INSURED PROPERTY at INSURED LOCATION(S).

b. No coverage is provided under this extension for physical loss or damage to any property:

   i. while in transit;

   ii. while waterborne;

iii. excluded under **Property Not Insured**; or

iv. in the course of assembly which is intended to become FINISHED GOODS;

7. Currency Devaluation

This POLICY is extended to insure any deficiency in the amount of collectible loss payable to the Insured under this POLICY which is caused by an official government devaluation of the currency in which this POLICY is written, but only to the extent that such deficiency involves loss or damage insured by this POLICY and results from an official government devaluation of the currency in which this POLICY is written.

The Insured agrees to adjust such deficiency within 45 days after the date of the currency's official devaluation and this POLICY shall not insure any deficiency after the 45 day period.

8. Data Restoration

This POLICY is extended to insure the necessary and reasonable costs and expenses actually incurred by the Insured, subject to the limits specified in the POLICY Sublimit(s) section, following direct physical loss or damage insured by this POLICY to INSURED PROPERTY for reproduction of ELECTRONIC DATA. Such cost of reproduction shall include all reasonable and necessary amounts, incurred by the Insured in recreating, gathering and assembling such ELECTRONIC DATA.

9. Debris Removal

a. This POLICY is extended to insure the necessary and reasonable costs and expenses actually incurred by the Insured, subject to the limits specified in the POLICY Sublimit(s) section, following direct physical loss or damage insured by this POLICY to INSURED PROPERTY, to dismantle, demolish and/or remove from INSURED LOCATION(S) the debris of INSURED PROPERTY remaining after any such physical loss or damage.

b. No coverage is provided hereunder for costs and expenses incurred in the removal of:

i. any foundation, other than damaged portions which must be removed in order to effectuate the repair or rebuilding of any INSURED PROPERTY; or

ii. any property or part thereof, the removal of which is required by the enforcement of any law, ordinance, regulation or rule regulating or restricting the construction, installation, repair, replacement, demolition, occupancy, operation or other use of INSURED PROPERTY; or

iii. CONTAMINANTS from land or water, nor for the cost to remove, restore or replace polluted land or water.

No liability shall exist under this extension of coverage unless such costs and expenses are reported to the Company within 180 days of the date of such physical loss or damage insured by this POLICY or within 180 days of the expiration of this POLICY, whichever shall be earlier.

10. Defense Costs

This POLICY is extended to insure the cost to defend any suit against the Insured alleging direct physical loss or damage insured by this POLICY under INSURED PROPERTY to personal property of others in the custody of the Insured while at an INSURED LOCATION to the extent of the INSURED'S LIABILITY therefore, even if such suit is groundless, false or fraudulent; but the Company may without prejudice undertake such investigation, negotiation or settlement of any such claim or suit as the Company deems expedient.

11. Demolition and Increased Cost of Construction

a. This POLICY is extended to insure the following additional costs when there is direct physical loss or damage insured by this POLICY to building(s) or structure(s) insured by this POLICY and such additional costs are occasioned by the enforcement of any law or ordinance regulating the construction, repair, replacement, use or demolition of building(s) or structure(s) which is in force at the time of loss and necessitates such costs:

   i. cost of demolishing any undamaged portion(s);

   ii. value of the undamaged portion(s) which has been demolished subject to the same basis of recovery which applies to the damaged portion(s) of such building(s) or structure(s). This cost shall not include any greater cost of repair, replacement, construction or reconstruction due to the enforcement of any law or ordinance;

   iii. if the basis of recovery is replacement cost, the increased cost actually expended (excess of i. above) in rebuilding or replacing both the damaged and demolished portions on the same INSURED LOCATION with like height, floor area and style and for like occupancy to comply with the minimum requirements of such law or ordinance.

b. This extension provision shall not insure:

   i. any increase of loss associated with the enforcement of any law or ordinance which requires the Insured or others to test for, monitor, cleanup, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of CONTAMINANTS.

   ii. any loss due to any law or ordinance with which the Insured was required to comply prior to the loss.

c. Any POLICY Sublimit(s) specified for this extension does not apply to a.i. and a.ii. above.

This entire provision shall not increase any amounts or limits of insurance provided by this POLICY.

12. Destruction by Civil or Military Authority

This POLICY is extended to insure against acts of destruction by order of civil or military authority at the time of and for the purpose of preventing the spread of fire provided such fire originated from physical loss or damage as insured by this POLICY.

13. Electronic Data Processing System

a. This POLICY is extended to insure the following:

i. Physical loss, damage, destruction, distortion, erasure,corruption, alteration, loss of use, or reduced functionality of the Insured's ELECTRONIC DATA at INSURED LOCATIONS when caused by the malicious introduction of a machine code or instruction, including a COMPUTER VIRUS, that is conclusively proven, by the Insured, to have been directed solely and exclusively at the Insured.

ii. The Insured's covered electronic and electromechanical data processing, electronically controlled equipment or electronic storage media that is rendered useless for its intended purpose due to the malicious introduction of machine code or instruction which reprograms the software, including firmware of such equipment that is conclusively proven, by the Insured, to have been directed solely and exclusively at the Insured.

iii. The cost of the following reasonable and necessary actions taken by the Insured provided such actions are taken due to actual insured loss as covered in section a.i. and a.ii. above:

A. actions taken for the temporary repair of insured ELECTRONIC DATA; or

B. actions taken to expedite the permanent repair or replacement of insured ELECTRONIC DATA.

iv. The reasonable and necessary costs incurred by the Insured to temporarily protect or preserve insured ELECTRONIC DATA as a result of an actual insured loss as covered in section a.i. and a.ii. above. The amount of such recoverable costs will not exceed the amount by which the loss otherwise payable hereunder is reduced.

v. Loss of **Gross Earnings**, **Gross Profits**, **Rental Insurance**, and **Extra Expense** incurred by the Insured during the PERIOD OF LIABILITY at INSURED LOCATIONS directly resulting from:

A. insured loss as covered in section a.i. and a.ii. above; or

B. the failure of the Insured's electronic and electromechanical data processing or electronically controlled equipment to operate; provided, however, that such failure is the direct result of a malicious act, that is conclusively proven by the Insured, to have been directed solely and exclusively at the Insured.

b. Exclusions:

i. No coverage is provided for loss or damage to ELECTRONIC DATA that is STOCK IN PROCESS, FINISHED GOODS manufactured by the Insured, RAW STOCK, supplies, or MERCHANDISE not manufactured by the Insured.

ii. No coverage is provided for loss or damage:

A. arising from any willful acts by the Insured or the Insured's representative;
B. for any form of third party liability; or
C. for any form of fines, punitive damages, guarantees of performance or efficiency, or penalties of whatsoever nature.

iii. No coverage is provided under this extension for any payment for cyber extortion or ransomware unless such payment is approved by the Company.

iv. In no event shall this extension:

A. supersede or revise the War exclusion found in paragraph 6.3.6.b of the **Exclusions** section of this POLICY;
B. override or revise any cover for TERRORISM otherwise provided by this POLICY; or
C. provide any coverage for loss resulting from, or involving, any weapon of mass destruction.

v. All other POLICY limits, conditions, exclusions and limitations, not specifically revised in this extension, will continue to apply to this extension.

c. Definitions:

i. For the purpose of this coverage extension the PERIOD OF LIABILITY:

A. is the period starting when the Insured's ELECTRONIC DATA, ELECTRONIC DATA PROCESSING MEDIA fails to operate and ending when, if the Insured was acting with due diligence and dispatch, the Insured's ELECTRONIC DATA, ELECTRONIC DATA PROCESSING MEDIA should have been restored to the same or equivalent operating condition that existed prior to the failure; and B. does not include:

I. any additional time to make changes to the Insured's ELECTRONIC DATA, ELECTRONIC DATA PROCESSING MEDIA; or
II. any delay caused by restrictions imposed by public authorities.

d. Additional Terms and Conditions.

i. All amounts recoverable under this extension are excluded from coverage elsewhere in this POLICY.

ii. ELECTRONIC DATA Valuation – the basis of valuation shall be:

A. reasonable and necessary amounts, incurred by the Insured in recreating, gathering and assembling such ELECTRONIC DATA;
B. if not repaired, replaced or restored within 2 years from the date of loss, the blank value of the media.

iii. This POLICY does not insure any amount pertaining to the value of such ELECTRONIC DATA to the Insured or any other party, even if:

A. such ELECTRONIC DATA cannot be recreated, gathered or assembled; or

B. such ELECTRONIC DATA is accessed by others not authorized by the Policyholder.

14. Errors and Omissions

a. If loss or damage is not payable under this POLICY solely due to an error or unintentional omission:

i. in the description of where INSURED PROPERTY is physically situated within the **Policy Territory**; or

ii. to include any LOCATION(S), within the **Policy Territory**, that is owned, rented or leased by the Insured as of the POLICY Inception Date; or

iii. that results in cancellation of coverage for INSURED PROPERTY under the POLICY;

then such property shall be considered INSURED PROPERTY under this POLICY to the extent it would have provided coverage had such error or unintentional omission not been made.

b. It is a condition precedent to recovery under this extension of coverage that any error or unintentional omission be:

i. reported by the Insured to the Company when discovered; and

ii. corrected upon its discovery with appropriate premium paid, if required.

15. Exhibitions, Expositions, Fairs or Trade Shows

a. This POLICY is extended to insure any personal property, except as excluded under the **Property Not Insured** section of this POLICY: i. owned by the Insured; ii. of others in the Insured's care, custody and control:

A. to the extent the Insured is under an obligation to insure such property against direct physical loss or damage insured by this POLICY; or

B. to the extent of the INSURED'S LIABILITY for direct physical loss or damage insured by this POLICY to such property;

while such property is situated on the premises of any exhibitions, expositions, fairs or trade shows within the **Policy Territory**.

b. No coverage is provided under this extension for any property:

i. while in transit;

ii. while waterborne;

iii. at INSURED LOCATION(S);

iv. insured under **Course of Construction**;

v. insured under **Fine Arts**;

vi. that is otherwise insured by this POLICY or any other POLICY issued by the Company to the Insured.

16. Expediting Expenses

This extension provision applies to real and personal property only.

a. This POLICY is extended to insure the reasonable and necessary expenses incurred by the Insured:

i. to pay for the temporary repair of direct physical damage insured by this POLICY to INSURED PROPERTY at INSURED LOCATION(S); and

ii. to expedite the permanent repair or replacement of such INSURED PROPERTY.

b. No coverage is provided under this extension for any expenses:

i. recoverable under any other section or provision in this POLICY; or

ii. for permanent repair or replacement of any INSURED PROPERTY.

17. Fine Arts

a. This POLICY is extended to insure direct physical loss or damage insured by this POLICY to FINE ARTS while anywhere, including while in transit to the extent provided under **Transportation**, within the **Policy Territory**.

b. No coverage is provided under this extension for:

i. loss or damage if the FINE ARTS cannot be replaced with others of like kind and quality, unless such FINE ARTS are specifically declared to and accepted by the Company prior to the loss or damage; or

ii. loss or damage caused by or resulting from or occurring during any repairing, restoration or retouching process.

18. Fire Fighting Charges

a. This POLICY is extended to insure the following reasonable and necessary charges:

i. fire department firefighting charges imposed on the Insured by law or ordinance as a result of responding to a fire in, on or exposing the INSURED PROPERTY at INSURED LOCATION(S);

ii. costs incurred in restoring and recharging fire protection systems at INSURED LOCATION(S) following direct physical loss or damage insured by this POLICY to INSURED PROPERTY;

iii. costs incurred for the water used for fighting a fire following direct physical loss or damage insured by this POLICY in, on or exposing INSURED PROPERTY at INSURED LOCATION(S);

b. To the extent costs are incurred as insured under this extension of coverage and such costs served to prevent the occurrence of direct physical loss or damage insured by this POLICY to INSURED PROPERTY, this extension of coverage is subject to the POLICY Deductible that would have applied to any claim for such physical loss or damage insured by this POLICY that was avoided.

19. Green Coverage

Subject to the terms, conditions, exclusions and limitations of this POLICY, as provided in the **Valuation** section of this POLICY when INSURED PROPERTY is repaired or replaced as a direct result of insured physical loss or damage this POLICY is extended to cover the following reasonable and necessary additional costs incurred by the Insured:

a. to repair or replace such damaged INSURED PROPERTY with material of like kind and quality that qualifies as GREEN.

b. to replace the insured physical damaged portions of insured roofing systems with vegetative roof(s) that qualify as GREEN including the addition of trees, shrubs, plants and lawns and only when replaced in a manner that would be in compliance with best engineering standards including accepted practice for wind resistance.

c. to flush out the air in the area of the insured physically damaged INSURED PROPERTY with 100% outside air and to provide replacement filtration media for the building's ventilation system

that controls such damaged area all when part of a GREEN reconstruction.

d. to pay an accredited professional certified by a GREEN AUTHORITY to participate in the design and construction for repairing or rebuilding insured physically damaged INSURED PROPERTY that qualifies as GREEN.

e. for certification or recertification of the repaired or replaced INSURED PROPERTY as GREEN.

f. in the removal, disposal or recycling of damaged INSURED PROPERTY that qualifies as GREEN.

This Company's liability in a single OCCURRENCE, including any resulting insured TIME ELEMENT loss, under this coverage extension, shall not exceed 25% of the amount of **Property Damage** loss at the INSURED LOCATION.
This amount does not include:

g. the application of any deductible(s) under the POLICY.

h. the costs recoverable under this coverage extension.

i. STOCK IN PROCESS, RAW STOCK, FINISHED GOODS or MERCHANDISE.

j. PRODUCTION EQUIPMENT.

k. Electronic data processing equipment not used in the functional support of the real property.

l. process water.

m. molds and dies.

n. property in the open.

o. property of others for which the Insured is legally liable.

p. personal property of employees and officers of the Insured.

As respects this Green Coverage extension the following additional exclusions apply, and this extension does not cover:

q. STOCK IN PROCESS, RAW STOCK, FINISHED GOODS or MERCHANDISE.

r. PRODUCTION EQUIPMENT.

s. Electronic data processing equipment not used in the functional support of the real property.

t. process water.

u. molds and dies.

v. property in the open.

w. property of others for which the Insured is legally liable.

x. personal property of employees and officers of the Insured.

y. property adjusted on a basis other than repair or replacement as provided in the **Valuation** section of this POLICY.

There shall be no coverage provided under this Green Coverage extension, until loss or damage to real and personal property, as insured, has exceeded 10% of the **Property Damage** values at any INSURED LOCATION suffering such loss or damage.

This coverage extension does not cover loss recoverable elsewhere in this POLICY.
The **Period of Liability** applying to insured TIME ELEMENT loss shall include the additional time that results due to the Insured's inability to resume operations directly resulting from the coverage provided by this extension.
The following term(s) mean:

GREEN:
products, materials, methods and processes certified by a GREEN AUTHORITY that conserve natural resources, reduce energy or water consumption, avoid toxic or other polluting emissions or otherwise minimize environmental impact. GREEN AUTHORITY: an authority on GREEN buildings, products, materials, methods or processes certified and accepted by Leadership in Energy and Environmentally Design (LEED®), Green Building Initiative Green Globes®, Energy Starr Rating System or any other recognized Green rating system. PRODUCTION EQUIPMENT:
any production or process machine(s) or apparatus that processes, forms, cuts, shapes, grinds, or conveys RAW STOCK, STOCK IN PROCESS or FINISHED GOODS and any associated equipment utilized in production including but not limited to electrical cabling, transformers, HVAC; any equipment or apparatus that is mounted upon or used exclusively with any one or more production or process machines(s) or apparatus.

20. Infrastructure System Coverage

This POLICY is extended to insure direct physical loss or damage insured by this POLICY to insured personal property that is part of communications lines, data transmission lines or any infrastructure comprising or supporting the
Insured's connection to its internet service provider or ELECTRONIC DATA COMMUNICATIONS SYSTEM when, and only to the extent that, such personal property is located on INSURED LOCATION(S) and is under the Insured's exclusive operational control. Insured personal property does not include satellites or ELECTRONIC DATA.

ELECTRONIC DATA COMMUNICATIONS SYSTEM, means any communication system, including computer systems and the Internet, which provides the Insured with access to other computer systems, microchips, integrated circuits or similar devices in non-computer equipment, or which provides any party access to the Insured's computer systems, microchips, integrated circuits or similar devices in non-computer equipment.

21. Installment or Deferred Payments

This POLICY is extended to insure against direct physical loss or damage to personal property insured by this POLICY sold by the Insured under a conditional sale or trust agreement or any installment or deferred payment plan and after such property has been delivered to the buyer. Coverage is limited to the unpaid balance for such property.

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

There is no liability under this POLICY for loss or damage:

a. pertaining to products recalled including, but not limited to, the costs to recall, test or to advertise such recall by the Insured;

b. from theft or conversion by the buyer of the property after the buyer has taken possession;

c. to the extent the buyer continues payments;

d. to any property not within the **Policy Territory**.

22. Land and Water Contaminants, Cleanup, Removal and Disposal

a. This POLICY is extended to insure the reasonable and necessary cost for the cleanup, removal and disposal of CONTAMINANTS:

   i. from land; or

   ii. from water or any other substance in or on land

at INSURED LOCATION(S) provided the release, discharge or dispersal of such CONTAMINANTS is directly caused by direct physical loss or damage insured by this POLICY to INSURED PROPERTY at INSURED LOCATION(S).

b. No coverage is provided under this extension of coverage for the cost:

i. to test for, monitor or assess the existence, concentration or effects of any CONTAMINANTS, other than the testing which is performed in the course of extracting the CONTAMINANTS;

ii. to cleanup, remove and dispose of any CONTAMINANTS from land, or from water or any other substance in or on land:

A. at INSURED LOCATION(S) for which coverage is not provided hereunder for real property.

B. if the Insured fails to give written notice of loss to the Company within 180 consecutive calendar days from the date of such physical loss or damage causing the release, discharge or dispersal of such CONTAMINANTS.

23. Miscellaneous Unnamed Locations

This POLICY is extended to insure INSURED PROPERTY within the **Policy Territory** that is either:

a. not listed on the latest Schedule of Locations submitted to, accepted by and on file with the Company; or

b. listed on the latest Schedule of Locations submitted to, accepted by and on file with the Company but for which the Insured has not submitted values for its interest.

24. Neighbors Recourse and Tenants Liability

This POLICY insures liability imposed by law on the Insured in any nation with a Napoleonic code or similar civil or commercial code:

a. As a tenant, for direct physical loss or damage of the type insured against to property of the type insured of the owner of INSURED LOCATIONS;

b. For direct physical loss or damage of the type insured against to property of the type insured of the Insured's neighbors and co-tenants to the extent that such physical loss or damage is caused by direct physical loss or damage of the type insured to insured property on INSURED LOCATIONS;

c. For direct physical loss or damage of the type insured against to property of the type insured of the Insured's tenants or subtenants on INSURED LOCATIONS.

25. Newly Acquired Property

a. This POLICY is extended to insure direct physical loss or damage insured by this POLICY to newly constructed real property upon completion, or real property acquired or leased within the **Policy Territory** during the term of this POLICY and personal property, while under the care, custody and control of the Insured at any such new LOCATION(S). TIME ELEMENT coverage is provided for property insured under this extension of coverage, subject to all TIME ELEMENT terms, conditions, provisions, limitations and exclusions.

b. Coverage under this **Newly Acquired Property** provision shall commence when the Insured first acquires an insurable interest at the new LOCATION(S) and shall

cease after the number of days specified in the **Time Limit** section if not reported to and accepted by the Company. If reported to and accepted by the Company the coverage provided by this POLICY for that LOCATION shall be the same as for all other INSURED LOCATION(S) unless otherwise specified herein or by endorsement.

c. No coverage is provided under this coverage extension for property while in transit or waterborne, nor while on the premises of any exhibition, exposition, fair or trade show. This provision shall not be construed as providing coverage at LOCATION(S) scheduled or otherwise insured herein.

d. No coverage is provided under this coverage extension where and to the extent that coverage is provided under Property Damage Coverage Extension **Course of Construction** of this POLICY.

e. This **Newly Acquired Property** provision shall not increase any amounts or limits of insurance provided by this POLICY.

26. On Site Construction

This POLICY is extended to insure direct physical loss or damage insured by this POLICY to buildings and structures undergoing construction, alteration, extension, or renovation while taking place on INSURED LOCATION(S). TIME ELEMENT coverage is provided for property insured under this extension of coverage, subject to all TIME ELEMENT terms, conditions, provisions, limitations and exclusions.

27. On Site Service Interruption

This POLICY is extended to insure direct physical loss or damage insured by this POLICY, including shrinkage, evaporation, leakage of contents, change in flavor or texture or finish, decay or other spoilage, when such physical loss or damage is the result of an interruption of services caused by physical loss or damage as insured against by this POLICY, at INSURED LOCATION(S). The period of service interruption is the period starting with the time when an interruption of specified services happens; and ending when with due diligence and dispatch the service could be wholly restored.

28. Professional Fees

a. This POLICY is extended to insure the reasonable expenses, including the cost of using the Insured's employees, incurred by the Insured, or by the Insured's representatives, including but not limited to accountants, appraisers, auditors, consultants, or other such professionals, for preparing and certifying the details of a claim insured by this POLICY.

b. No coverage is provided under this extension of coverage for expenses incurred by the Insured in utilizing or retaining the services of:

   i. attorneys;

   ii. independent or public adjusters;

   iii. any subsidiary, related or associated entities either wholly or partially owned by an attorney or public adjuster; or

   iv. any entity, hired by or on behalf of the Insured, for the purpose of advocacy.

29. Protection and Preservation of Property – Property Damage

a. This POLICY is extended to insure reasonable and necessary costs incurred for actions to temporarily protect or preserve INSURED PROPERTY; provided such actions are necessary due to actual, or to prevent immediately impending, direct physical loss or damage insured by this POLICY to such INSURED PROPERTY.

b. This extension is subject to the deductible and sublimit provisions that would have applied had the physical loss or damage happened.

30. Radioactive Contamination

Notwithstanding any Nuclear Exclusion clause contained herein, this POLICY is extended to insure direct physical loss or damage insured by this POLICY to INSURED PROPERTY caused by sudden and accidental radioactive contamination, including resultant radiation damage to INSURED PROPERTY provided:

a. such radioactive contamination is caused by the release of radiation from radioactive material which is commonly known to be radioactive and commonly located on an INSURED LOCATION(S);

b. such radioactive material knowingly is kept on an INSURED LOCATION(S) and its radioactivity is used for the purpose of the Insured's operations; and

c. at the time of such sudden and accidental contamination, there is neither a nuclear reactor capable of sustaining nuclear fission in a selfsupporting chain reaction, nor any new or used nuclear fuel which is intended for or which has been used in a nuclear reactor, on the INSURED LOCATION(S).

31. Service Interruption – Property Damage

a. This POLICY is extended to insure direct physical loss or damage insured by this POLICY including shrinkage, evaporation, leakage of contents, change in flavor or texture or finish, decay or other spoilage to INSURED PROPERTY at INSURED LOCATION(S) when such physical loss or damage results from the interruption of services consisting of:

i. incoming electricity;

ii. incoming fuel;

iii. incoming gas;

iv. incoming refrigerant;

v. incoming steam;

vi. incoming water;

vii. outgoing sewerage service; or

viii. incoming or outgoing audio, voice and video;

b. This extension of coverage applies only when such interruption of service is caused by physical loss or damage resulting from a cause of loss insured by this POLICY to any property of the type insured by this POLICY of the supplier of such services if such property is situated within the **Policy Territory** commencing when such service is interrupted and ceasing when with due diligence and dispatch such services have been or could have been restored.

c. The Insured agrees to immediately notify the suppliers of services of any interruption of such services.

d. No coverage is provided under this extension of coverage:

i. unless the period of service interruption exceeds the WAITING PERIOD specified for this extension; or

ii. if the interruption of such services is caused by the failure of the Insured to comply with the terms and conditions of any terms or contracts the Insured has for the supply of such services; or

iii. for loss sustained at any **Miscellaneous Unnamed Location**.

32. Temporary Removal of Property

When INSURED PROPERTY is removed from an INSURED LOCATION for the purpose of being repaired or serviced, this POLICY insures such property while at the premises to which such property has been moved.

This additional coverage does not apply to property:

a. insured, in whole or in part, elsewhere in this POLICY.

b. insured, in whole or in part, by any other insurance policy.

c. removed for normal storage, processing or preparation for sale or delivery.

33. Transportation

a. This POLICY is extended to insure the following personal property, except as excluded under **Property Not Insured**, while in transit within the **Policy Territory**:

i. personal property owned by the Insured;

ii. personal property shipped to customers under Free on Board (F.O.B.), Cost and Freight (C & F) or similar terms. The Insured's contingent interest in such shipments is admitted;

iii. personal property of others in the actual or constructive custody of the Insured to the extent of the Insured's interest or INSURED'S LIABILITY;

iv. personal property of others sold by the Insured, that the Insured has agreed prior to the loss to insure during the course of delivery.

b. No coverage is provided under this extension for:

i. samples in the custody of salespeople or selling agents;

ii. any property insured under import or export ocean marine insurance;

iii. waterborne shipments, except while on the navigable inland waters and coastwise shipments within the **Policy Territory**;

iv. airborne shipments unless by regularly-scheduled passenger airlines or air freight carriers;

v. property of others, including the INSURED'S LIABILITY for it, hauled on vehicles owned, leased or operated by the Insured when acting as a common or contract carrier;

vi. the conveyance used as the mode of transportation (including any part of equipment thereof) or containers;

vii. all materials in transit which are otherwise insured under another policy of insurance; or

viii. any property insured under **Miscellaneous Unnamed Locations**.

c. Coverage attachment and duration:

i. Coverage provided under this extension of coverage starts from the time the property leaves the original point of shipment for transit. It then insures continuously in the due course of transit within the continent in which the shipment commences until the property arrives at the destination within such continent subject to the terms and conditions set forth in a and b of this extension of coverage;

ii. However, coverage on export shipments not insured under ocean cargo policies ends when such personal property is loaded onboard overseas vessels or aircraft. Coverage on import shipments not insured under ocean cargo policies starts after discharge from overseas vessels or aircraft;

iii. This insurance only covers such shipments, the transportation of which begins within the term of this POLICY, even though said transportation is not completed prior to POLICY expiration.

d. This extension of coverage also insures:

i. general average and salvage charges on shipments insured while waterborne;

ii. physical loss or damage to such personal property caused by or resulting from:

A. unintentional acceptance of fraudulent bills of lading, shipping or messenger receipts;

B. improper parties having gained possession of property through fraud or deceit.

e. Additional general provisions:

i. This extension will not inure to the benefit of any carrier or bailee;

ii. The Insured has permission, without prejudicing this insurance, to accept:

A. ordinary bills of lading used by carriers;

B. released bills of lading;

C. undervalued bills of lading; and

D. shipping or messenger receipts.

f. The Insured may waive subrogation against railroads under side track agreements.

g. Except as otherwise stated, the Insured agrees not to enter into any special agreement with carriers releasing them from their common law or statutory liability.

34. Vacancy

a. This POLICY insures direct physical loss or damage insured by this POLICY to:

i. vacant or unoccupied buildings, including INSURED PROPERTY therein, at INSURED LOCATION(S); or

ii. INSURED PROPERTY at INSURED LOCATION(S) where the Insured has ceased operations.

b. All subject to and provided that:

i. existing fire protection, watch and alarm services at such INSURED LOCATION(S) are maintained; and

ii. written notice is given to the Company prior to the 120th consecutive calendar day of cessation of operations, vacancy or unoccupancy.

c. For purposes of this extension, the buildings at an INSURED LOCATION(S) are considered vacant or unoccupied when they do not contain sufficient property and personnel to conduct customary business operations.

d. This extension excludes coverage from loss due to theft, vandalism or malicious mischief.

35. Valuable Papers and Records

a. This POLICY insures direct physical loss or damage insured by this POLICY to VALUABLE PAPERS AND RECORDS while anywhere, including while in transit to the extent provided under **Transportation**, within the **Policy Territory**.

b. No coverage is provided under this extension of coverage for:

i. loss or damage to VALUABLE PAPERS AND RECORDS if such property cannot be replaced with others of like kind and quality, unless specifically declared to and accepted by the Company prior to the loss or damage;

ii. loss or damage to property held as samples or for sale or for delivery after sale;

iii. errors or omissions in processing or copying unless physical loss or damage insured by this POLICY to VALUABLE PAPERS AND RECORDS results, in which event, only such resulting physical loss or damage is insured under this extension of coverage;

iv. loss or damage to VALUABLE PAPERS AND RECORDS caused by or resulting from deterioration, inherent vice, vermin or wear and tear; all unless physical loss or damage insured by this POLICY to VALUABLE PAPERS AND RECORDS results, in which event, only such resulting physical loss or damage is insured under this extension.

36. Money Extension

Notwithstanding anything to the contrary in Exclusions, POLICY is extended to insure Money, subject to the following Terms and Conditions: 1) Loss of Money resulting from damage as described in the Money Extension Schedule ("the Schedule") below. 2) The cost of repair or replacement following loss, destruction or damage to:

i) safes, strong rooms or franking machines ii) bag cases or waistcoats used for the carriage of Money.

The liability of the Company under this Money Extension shall not exceed the Limit of Liability stated in the Schedule below. **Definitions applicable to the Money Extension**

Business Hours shall mean the Insured's usual office hours and the working hours, including overtimes during which the Insured, their principals or employees entrusted with the Insured's Money are on the INSURED LOCATION(S) or at sites of contact for the purpose of the business.

Money for this extension shall mean current coin, bank and currency notes, cheques, traveller's cheques, postal and money orders, current unused postage stamps, national savings stamps and certificates, premium bonds, luncheon vouchers, unused franking machine units, trading stamps, gift tokens, customer redemption vouchers, holiday and pay stamps, bankers drafts, promissory notes, savings bonds, securities, bills of exchange, dividend warrants, V.A.T purchase invoices, consumer redemption vouchers, company sales vouchers, or other negotiable instruments belonging to the Insured or for which the Insured is responsible.

Non-Negotiable Instruments shall mean crossed warrants, crossed cheques, crossed giro drafts, crossed postal and money orders, crossed bankers drafts, crossed National Giro bank cash cheques, premium bonds, savings bonds, stamped National Insurance cards, National Savings certificates, credit cards, sales vouchers, V.A.T purchase invoices, promissory notes, all belonging to the Insured or for which the Insured has accepted responsibility.

Conditions applicable to the Money Extension It shall be a condition under this Extension that:

1) All protections and procedures for the safety of Money whilst in the INSURED LOCATION(S) undertaken at the request of the Company are maintained and operated;

2) The keys for all protections, and any safes containing Money are removed from the INSURED LOCATION(S) out of Business Hours;

3) Money carryings are accompanied by the undernoted number of able bodied adults and distributed equally during transit and until disbursement

a) up to INR XXXXXX – 1 able-bodied adult;

b) between INR XXXXXX and INR XXXXXX – 2 able-bodied adults;

c) between INR XXXXXX and INR XXXXXX – 3 able-bodied adults;

d) between INR XXXXXX and INR XXXXXX – 4 able-bodied adults;

e) over INR XXXXXX – by a specialist security carrier as agreed by the Company;

f) the times of the transit, routes and conveyances used shall be varied as far as possible.

Money Extension Schedule

Situation		Limit of Liability
1	a) In the INSURED LOCATION(S) during Business Hours or in transit	INR XXXXX
	b) In the INSURED LOCATION(S) out of Business Hours	INR XXXXX
	i) secured in specified locked safes or strong rooms	INR XXXXX
	ii) secured in all other locked safes or strong rooms	INR XXXXX
	iii) not in specified locked safes or strong rooms	INR XXXXX
2	In the private residences of any principal, director or authorized employee of the Insured	INR XXXXX
3	Deposited in a bank night safe	INR XXXXX
4	Non-Negotiable Instruments	INR XXXXX
5	Any postal franking machine, safe, cash box, strong room, or any container or waistcoats used for the carriage of Money belonging to the Insured or for which the Insured is responsible	INR XXXXX

TIME ELEMENT COVERAGE EXTENSIONS, TERMS AND CONDITIONS

The following are subject to all terms, conditions, provisions, limitations and exclusions of this POLICY and in addition, any other terms, conditions, provisions, limitations and exclusions set forth below.

1. Attraction Property

This POLICY is extended to insure loss of **Gross Earnings**, **Gross Profits**, **Rental Insurance**, and **Extra Expense** incurred by the Insured directly resulting from direct physical loss or damage as insured by this POLICY to property of the type insured, but not owned or operated by the Insured, that directly attracts business to an INSURED LOCATION(S).

2. Commissions, Licensing Fees and Royalties

a. The recoverable **Commissions, Licensing Fees and Royalties** loss is **Gross Earnings** or **Gross Profits** loss incurred by the Insured during the **Period of Liability** less any non-continuing expenses and charges.

b. The recoverable **Commissions, Licensing Fees and Royalties** loss incurred is **Gross Earnings** or **Gross Profits** lost by the Insured during the **Period of Liability** under any royalty, licensing fee, franchise fee or commission agreements between the Insured and another party which is not realizable due to direct physical loss or damage insured by this POLICY to any property, except of the type excluded under **Property Not Insured**, of the other party at any LOCATION(S) situated within the **Policy Territory**.

c. The Insured agrees to influence, to the extent possible, the other party with whom the agreements described above have been made to use any other machinery, supplies or LOCATION(S) in order to resume business so as to reduce the amount of loss payable hereunder, and the
Insured agrees to cooperate with that party in every way to effect this.

d. No coverage is provided hereunder for any costs to effect the above unless authorized in advance by the Company.

e. In determining the amount of loss payable hereunder, the Company will consider the amount of income derived from such agreements before and the probable amount of income after the date of such physical loss or damage had no loss occurred.

f. Recovery is available hereunder only if such physical loss or damage interrupts the delivery of goods in whole or in part to the Insured or for the Insured's account.

3. Contingent Time Element

a. This POLICY is extended to insure loss of **Gross Earnings**, **Gross Profits**, **Rental Insurance**, and **Extra Expense** incurred by the Insured during the **Period of Liability** directly resulting from direct physical loss or damage insured by this POLICY to any property, except of the type as excluded under **Property Not Insured**, at any LOCATION(S) of suppliers or customers, provided that such physical loss or damage prevents:

i. such suppliers from supplying goods or services directly or indirectly to the Insured;

ii. such customers from receiving goods or services directly or indirectly from the Insured;

provided that such LOCATION(S) of suppliers or customers are situated within the **Policy Territory.**

b. Specified limits for this extension are shown in the **Coverage Purchased and Coverage Not Purchased** section of this POLICY for:

i. those direct suppliers and customers who have been specifically named by the Insured have been submitted to, accepted by and on file with the Company;

ii. those direct suppliers and customers who have not been specifically named by the Insured; and

iii. all indirect suppliers and customers.

c. As used herein, suppliers or customers do not include any company supplying to or receiving from INSURED LOCATION(S) electricity, fuel, gas, refrigerant, sewage, steam, water, telecommunications, audio, data or video.

4. Crisis Management

a. This POLICY is extended to insure loss of **Gross Earnings**, **Gross Profits**, **Rental Insurance**, and **Extra Expense** incurred by the Insured

during the **Period of Liability** if an order of civil or military authority prohibits access to an INSURED LOCATION(S), provided such order is a direct result of:

i. a violent crime, suicide, attempted suicide, or armed robbery; or

ii. a death or bodily injury caused by a workplace accident; at such

INSURED LOCATION(S).

b. For the purposes of this Extension only, a workplace accident shall be considered a sudden, fortuitous event that happens during working hours and arises out of work performed in the course and the scope of employment.

This Extension of coverage will apply when the **Period of Liability** is in excess of the WAITING PERIOD specified for this extension.

The **Period of Liability** for this **Time Element Coverage Extension** will be:

The period of time:

a. starting with the time the civil or military authority prohibits partial or total access; and

b. ending when the order of civil or military authority is lifted; but

c. not to exceed the Time Limit specified for **Crisis Management**.

5. Extended Period of Liability

a. The coverage provided hereunder for loss of **Gross Earnings** and **Rental Insurance** (solely as respects **Period of Liability** option "i." of part g. of 5.4.1.

applying to **Rental Insurance**) is extended to insure for only up to the additional length of time shown for **Extended Period of Liability** in the **Coverage Purchased and Coverage Not Purchased** section as would be required with the exercise of due diligence and dispatch to restore the Insured's business to the condition that would have existed had no physical loss or damage insured by this POLICY occurred;

b. The Time Limit for this extension of coverage starts on the date the applicable **Period of Liability** ends.

6. Impounded Water

a. This POLICY is extended to insure loss of **Gross Earnings**, **Gross Profits**, **Rental Insurance**, and **Extra Expense** incurred by the Insured due to the necessary interruption of the Insured's business caused by inadequate water supply.

b. It is a condition precedent to recovery under this extension that such inadequate water supply is a direct result of the release of water:

i. stored behind dams or in reservoirs; and

ii. at INSURED LOCATION(S); and

iii. used for any manufacturing purpose, including but not limited to as raw material or for power production; and

iv. caused by direct physical loss or damage insured by this POLICY to such dams or reservoirs, or to equipment connected thereto.

7. Ingress / Egress

This POLICY is extended to insure loss of **Gross Earnings**, **Gross Profits**, **Rental Insurance**, and **Extra Expense** incurred by the Insured due to the necessary interruption of the Insured's business, provided that:

a. the interruption directly results from the prevention of direct ingress to or direct egress from INSURED LOCATION(S), whether or not INSURED PROPERTY at such INSURED LOCATION(S) is damaged; and

b. the prevention above is caused by direct physical loss or damage occurring during the Policy Period and insured by this POLICY to any property, including property excluded under **Property Not Insured**.

8. Interruption by Communicable Disease

If an INSURED LOCATION owned, leased or rented by the Insured has the actual not suspected presence of COMMUNICABLE DISEASE and access to such INSURED LOCATION is limited, restricted or prohibited by:

a. an order of an authorized governmental agency regulating the actual not suspected presence of COMMUNICABLE DISEASE; or

b. a decision of an Officer of the Insured as a result of the actual not suspected presence of COMMUNICABLE DISEASE,

this POLICY is extended to insure loss of **Gross Earnings**, **Gross Profits**, **Rental Insurance**, and **Extra Expense** incurred by the Insured during the **Period of Liability** at such INSURED LOCATION with the actual not suspected presence of COMMUNICABLE DISEASE.

This extension of coverage will apply when access to such INSURED LOCATION is limited, restricted, or prohibited in excess of the WAITING PERIOD specified for this extension.
Interruption By Communicable Disease Exclusions: As respects **Interruption By Communicable Disease**, the following additional exclusions apply:
This POLICY does not insure loss resulting from the enforcement of any law or ordinance with which the Insured was legally obligated to comply prior to the time of the actual spread of COMMUNICABLE DISEASE.
The **Period of Liability** for this **Time Element Coverage Extension** will be: The period of time:

a. starting at the time of the order of the authorized governmental agency or the Officer of the Insured; and

b. Ending when the order of the governmental agency or the Officer of the Insured is lifted; but

c. not to exceed the Time Limit specified for **Interruption by Communicable Disease**,

this period of time is part of and not in addition to any **Period of Liability** applying to any coverage provided in the **Time Element** section.

9. Leasehold Interest

a. This POLICY is extended to insure **Leasehold Interest** loss is as follows:

In the event of direct physical loss or damage insured by this POLICY to INSURED LOCATION(S) at which the Insured leases space and pursuant to a written lease, if the lease agreement requires continuation of rent and if the property is wholly untenantable or unusable due to such physical loss or damage:

i. the actual rent payable for the unexpired term of the lease; or,

ii. if the property is partially untenantable or unusable, the proportion of the rent payable for the unexpired term of the lease; or,

iii. If the lease is canceled by the lessor pursuant to the lease agreement or by the operation of law:

A. the LEASE INTEREST for the first 3 consecutive calendar months following the physical loss or damage; and

B. the NET LEASE INTEREST for the remaining unexpired term of the lease.

LEASE INTEREST means the excess rent paid for the same or similar replacement property over actual rent payable plus cash bonuses or advance rent paid (including maintenance or operating charges) for each month during the unexpired term of the Insured's lease.

NET LEASE INTEREST means the present value amount, which placed at the prime rate of annual interest effective on the date of physical loss or damage, as published in the Wall Street Journal, would equal the LEASE INTEREST (less any amounts otherwise payable hereunder).

b. No coverage is provided for any increase in loss resulting from:

i. the suspension, cancellation or lapse of any license;

ii. the Insured exercising an option to extend, renew or cancel the lease;

iii. any act or omission of the Insured that constitutes a default under the lease;

iv. the Insured's loss of **Leasehold Interest** resulting from physical loss or damage to personal property.

10. Logistics Extra Cost

a. This POLICY is extended to insure the extra cost incurred by the Insured during the **Period of Liability** due to the disruption of the normal movement of goods or materials:

i. directly between INSURED LOCATIONS; or

ii. directly between an INSURED LOCATION(S) and a LOCATION(S) of a direct customer, direct supplier, direct contract manufacturer, or direct contract service provider to the Insured,

provided that such disruption is a direct result of direct physical loss or damage insured by this POLICY to property of the type insured hereunder located within the **Policy Territory** of this POLICY.

b. The amount recoverable hereunder will be the reasonable and necessary extra costs incurred by the Insured to temporarily continue as nearly normal as practicable the movement of goods or materials.

c. This extension does not insure:

ii. any loss resulting from disruption in the movement of goods or materials between **Contingent Time Element** LOCATIONS;

iii. any loss resulting from disruption of incoming or outgoing services consisting of electricity, gas, fuel, steam, water, refrigeration, sewerage, telecommunications, and voice, data or video;

iv. any loss of income;

v. costs that usually would have been incurred in conducting the business during the same period had there been no disruption of normal movement of goods or materials;

vi. costs of permanent repair or replacement of property that has been damaged or destroyed;

vii. any expense recoverable elsewhere in this POLICY;

viii. any loss resulting from disruption caused by physical loss or damage to personal property of the Insured while in transit.

d. Notwithstanding the **Period of Liability** definition in the **Time Element** section, for this **Time Element Coverage Extension** the **Period of Liability** will

i. start at the time of physical loss or damage causing the disruption of the normal movement of goods or materials directly between INSURED LOCATIONS; or directly between the INSURED LOCATION(S) and the LOCATION(S) of the direct customer, direct supplier, direct contract manufacturer or direct contract service provider to the Insured; and

ii. end not later than when with due diligence and dispatch the normal movement of goods or materials directly between INSURED LOCATIONS; or directly between the INSURED LOCATION(S) and the LOCATION(S) of the direct customer, direct supplier, direct contract manufacturer or direct contract service provider to the Insured could be resumed; but

iii. not to exceed the Time Limit for **Logistics Extra Cost**

11. Order of Civil or Military Authority

This POLICY is extended to insure loss of **Gross Earnings**, **Gross Profits**, **Rental Insurance**, and **Extra Expense** incurred by the Insured due to the necessary interruption of the Insured's business, provided that:

a. the interruption directly results from an order of a civil or military authority that prohibits partial or total access to INSURED LOCATION(S); and

b. the order referenced above is caused by direct physical loss or damage as insured by this POLICY to property, including property excluded under **Property Not Insured**.

12. Protection and Preservation of Property – Time Element

a. This POLICY is extended to insure loss of **Gross Earnings**, **Gross Profits**, **Rental Insurance**, and **Extra Expense** incurred by the Insured for a period of time after the Insured has first taken reasonable action for the temporary protection and preservation of property insured by this POLICY provided such action is necessary to prevent immediately impending direct physical loss or damage insured by this POLICY to such INSURED PROPERTY.

b. This extension is subject to the deductible provisions that would have applied had the physical loss or damage happened.

13. Related Reported Values

If reported TIME ELEMENT VALUES include values for LOCATION(S) used by the Insured (such as branch stores, sales outlets and other plants) and such LOCATION(S) fall within the definition of **Miscellaneous Unnamed Locations**, as set out in Property Damage coverage Extension 4.3.23 of this Policy, a TIME ELEMENT loss results at such LOCATION(S) due to direct physical loss or damage insured by this POLICY to INSURED

PROPERTY at INSURED LOCATION(S); then this POLICY is extended to insure such resulting TIME ELEMENT loss in accordance with the coverage applicable at the INSURED LOCATION(S) where such physical loss or damage occurred.

14. Research and Development

a. This POLICY is extended to insure the Actual Loss Sustained consisting only of:

i. agreed continuing INSURED FIXED CHARGES; and

ii. ORDINARY PAYROLL

directly attributable to the necessary interruption of the Insured's research and development activities that in themselves would not have produced income during the **Period of Liability,** but only to the extent that such continuing INSURED FIXED CHARGES and ORDINARY PAYROLL are incurred without **Research and Development** activity taking place nor having been made up at any time. Such interruption must result from direct physical loss or damage insured by this POLICY to INSURED PROPERTY at INSURED LOCATION(S).

b. Notwithstanding the **Period of Liability** definition in the **Time Element** section, for this **Time Element Coverage Extension** the **Period of Liability** will:

i. start on the date of such physical loss or damage; and

ii. end on the earlier of:

A. the date when such INSURED PROPERTY could be repaired or replaced and made ready for operations, but not to be limited by POLICY Expiration Date; or

B. the date when **Research and Development** activities resume.

To the extent the Insured is capable of making up any **Research and Development** activities it shall be taken into account when adjusting the loss.

15. Service Interruption – Time Element

a. This POLICY is extended to insure loss of **Gross Earnings**, **Gross Profits**, **Rental Insurance**, and **Extra Expense** incurred by the Insured at INSURED LOCATION(S) when such loss results from the interruption of services consisting of:

i. incoming electricity;

ii. incoming fuel;

iii. incoming gas;

iv. incoming refrigerant;

v. incoming steam;

vi. incoming water;

vii. outgoing sewerage service; or

viii. incoming or outgoing audio, voice and video;

b. This extension of coverage applies only when such interruption of service is caused by direct physical loss or damage insured by this POLICY to any property of the type insured by this POLICY of the supplier of such services if such property is situated within the **Policy Territory**.

c. The Insured agrees to immediately notify the suppliers of services of any interruption of such services.

d. No coverage is provided under this extension of coverage:

i. unless the period of service interruption exceeds the WAITING PERIOD specified for this extension; or

ii. if the interruption of such services is caused by the failure of the Insured to comply with the terms and conditions of any contracts the Insured has for the supply of such services; or

iii. for loss sustained at any **Miscellaneous Unnamed Location;** or

iv. regardless of any other cause or event, whether or not insured under this POLICY, contributing concurrently or in any other sequence to the loss.

16. Soft Costs

This POLICY is extended to insure the necessary SOFT COSTS incurred by the Insured during the PERIOD OF DELAY, unless otherwise provided, and directly resulting from a DELAY IN COMPLETION caused by direct physical loss or damage insured by this POLICY to real or personal property of the type insured which is in the course of construction, alteration, extension or renovation at INSURED LOCATION(S).

SOFT COSTS means additional costs over and above those that would have been incurred at an INSURED LOCATION in the course of construction, alteration, extension or renovation, in the absence of a delay caused by such physical loss or damage of the type insured against to real or personal property of the type insured. SOFT COSTS are limited to the following:

a. Additional construction loan fees - the additional cost incurred to rearrange loans necessary for the completion of construction, repairs or reconstruction including; the cost to arrange refinancing, accounting work necessary to restructure financing, legal work necessary to prepare new documents, charges by the lenders for the extension or renewal of loans necessary. These fees need not be incurred during the PERIOD OF DELAY but must result directly from a covered DELAY IN COMPLETION;

b. Additional commitment fees, leasing and marketing expenses - the cost of returning any commitment fees received from prospective tenant(s) or purchaser(s) and the cost of re-leasing and marketing due to loss of tenant(s) or purchaser(s). These fees need not be incurred during the

PERIOD OF DELAY but must result directly from a covered DELAY IN COMPLETION;

c. Additional fees for architects, engineers, consultants, attorneys and accountants needed for the completion of the construction, alteration, extension or renovation as planned prior to such physical loss or damage;

d. Additional real estate taxes;

e. Additional interest on loans to fund the construction, alteration, extension or renovation; and

f. Additional insurance premiums for insurance specifically arranged for the construction, alteration, extension or renovation (excluding firstparty property insurance premium).

DELAY IN COMPLETION means a delay in the completion of the construction, alteration, extension or renovation at INSURED LOCATION(S) directly caused by such physical loss or damage insured by this POLICY to real or personal property of the type insured at INSURED LOCATION(S).

PERIOD OF DELAY means the period of time between: 1) the date on which the construction, alteration, extension or renovation at INSURED LOCATION(S) would have been complete in the absence of direct physical loss or damage insured by this POLICY to real or personal property of the type insured at INSURED LOCATION(S) and; 2) the date on which construction, alteration, extension or renovation at INSURED LOCATION(S) is actually complete following such physical loss or damage insured by this POLICY to real or personal property of the type insured at INSURED LOCATION(S). The PERIOD OF DELAY shall be adjusted for any causes of a DELAY IN COMPLETION of the construction, alteration, extension or renovation at INSURED LOCATION(S) other than such physical loss or damage insured by this POLICY to real or personal property of the type insured at INSURED LOCATION(S), whether happening before or after such physical loss or damage.

17. Port Blockage

This POLICY is extended to insure loss of **Gross Earnings**, **Gross Profits**, **Rental Insurance**, and **Extra Expense** incurred by the Insured directly resulting from the interruption as a consequence of the blockage of the local port or harbor within the **Policy Territory** which causes disruption to shipping and is caused by stranding, grounding, sinking or capsize and/or through collision or contact of any vessel or craft with any other vessel, craft, structure or other object of any kind.

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

STATUTORY WARNING
PROHIBITION OF REBATES
(Under Section 41 of Insurance Act 1938)

1. No person shall allow or offer to allow, either directly or indirectly, as an inducement to any person to take out or renew or continue an insurance in respect of any kind of risk relating to lives or property in India, any rebate of the whole or part of the commission payable or any rebate of the premium shown on the policy, nor shall any person taking out or renewing or continuing a policy accept any rebate, except such rebate as may be allowed in accordance with the published prospectuses or tables of the insurer:

   Provided that acceptance by an insurance agent of commission in connection with a policy of any class of insurance business taken out by himself in relation to risks associated with his own life, health or property shall not be deemed to be acceptance of a rebate of premium within the meaning of this sub-section if at the time of such acceptance the insurance agent satisfies the prescribed conditions establishing that he is a bona fide insurance agent employed by the insurer.

2. Any person making default in complying with the provisions of this section shall be liable for a penalty which may extend to ten lakh rupees.