CELLULAR NETWORK INSURANCE POLICY

Policy number

1. Insured

2. Registered Office

3. Corporate Office

4. Hypothecation Details: As per **Annexure 'A'**

5. Name and Address of the Circles: As per **Annexure 'B'**

6. Policy Period

7. Type of Policy: Comprehensive Telecom Network Policy covering All Operational Risks, Business Interruption (during operation phase), Erection and Installation, De installation / Dismantling, Repair/ maintenance, storage), Third Party Liability, and Inland transit across the country including tail end consignments for import consignments only (from the final discharge destination of port/airport in India).
The term storage appearing hereinafter shall also include cover for storage in open.

8. General Terms & Conditions (Applicable to all Sections): **Schedule 'A'** - General Terms & Conditions

9. Particular of Coverage & Limits of Liabilities

9.1 Material Damage (SECTION-1)	
9.1.1. Insured Property	All real and personal property of every kind and description including cash on which the insured has insurable interest including assets belonging to the insured's business associates in care and custody of insured (repair, operational & maintenance purpose or otherwise) / and assets of insured kept with business associates of the insured. (repair, operational & maintenance purpose or otherwise) / All such above properties, are covered whilst in operation or Storage or repairs or maintenance or testing or project or Research & Development phase or erection or installation/ de-installation/ dismantling or maintenance or in transit or commissioning or inspection or at works or at rest or while providing maintenance and operations

	related services by the insured to its business associates/customers anywhere in INDIA as described under Scope of the cover (9.1.1). All such properties located at insured's premises or located at third party premises or vendor premises including at warehouses (whether or not belonging to the insured), vendors, distributors, franchisees (company owned, company co-owned or owned by channel / business partner), E2E, retail stores (whether exclusive or multi branded), experience centers, Kiosk centers, fulfillment centers, dealers locations, providers of managed services including manufacturer's/vendor's locations etc.. (Property as mentioned above and elsewhere in the document includes underground assets, cell sites, buildings, promotional items, mobile phones/handsets, lap-tops, desktops, servers, office furniture, office equipments, Office locations, IT locations, fixtures, fittings, NIUs, PTBs, Parsec eqpt., Recharge vouchers (RCVs), RUIM/SIM cards, starter kits, handsets including accessories and Vo Data Cards (slot insertion based and USB insertion based) / Photon/Photon Plus, Promotional items,, cash, etc.). The term storage shall also include assets stored in open. Insurer agrees to consider insured as sole and unconditional owner of the improvements/betterments made prior to loss or damage not withstanding any contract or lease to the contrary subject to declaration made as per declaration clause A.26 and premium clause A.6 in Schedule-A Property of others that the insured has agreed to insure prior to loss or damage including property not in care, custody and control and at the insured's option the interest of the owner of such property subject to declaration made as per declaration clause A.26 and premium clause A.6 in Schedule-A Property at any insured location rented, leased, used, purchased, co-wned or acquired by the insured after inception of the policy, subject to declaration made as per declaration clause A.26 and premium clause A.6 in Schedule - A, However excludes: i. Only operational NIUs **installed at customers' premises** for his use as telephone instrument etc. NIU shall mean Fixed Wireless Phones, Fixed Wireline Phones & Fixed Wireless Terminals. ii. Vehicles; iii. Precious stones, Jewellery other than promotional items, antiques
9.1.2. Sum Insured	
9.1.3.1 Operational / Erection Assets (Circle Wise)	Circle wise final sum insured (M.D. + Cash) is as per Annexure "B" attached herewith. The insured value also includes all taxes & duties of all types (both imported & indigenous) , all software cost purchased alongwith the hardware, , project management fees, architect fees, installation & commissioning charges, planning & services charges, logistics expenses and all other overheads. The above includes the metro swap program also.

	The **metro swap program** will mean installation and / or de-installation/ dismantling and/ or in transit and/ or storage and/or commissioning and/or inspection and/or testing and/or or project and/or Research & Development phase of an equipment deployed and/or to be deployed in another site or on the same site. The Insured may hive off certain assets to a different company/companies during the tenure of this policy. In such an event, the Insurance Company shall reduce the value of sum insured and refund the premium on a pro-rata basis. Alternatively, the Insured may at its sole discretion assign the policy to the extent of the amount of assets so hived off to such new company/companies as a joint insured.
9.1.3.2 **Assets under Erection**	**INR-** per Project ('Project' as defined below) any one location without limitation to number of projects during the policy period including installation and / or de-installation/ dismantling and/ or storage and/or at works and/or at rest and/or commissioning and/or inspection and/or testing and/or in transit of existing and new assets from one location to another location and vice versa. The insured value also includes all taxes & duties of all types (both imported & indigenous) , all software cost purchased alongwith the hardware,, project management fees, architect fees, installation & commissioning charges, planning & services charges, logistics expenses and all other overheads. The above includes the metro swap program also. The **metro swap program** will mean installation and / or de-installation/ dismantling and/ or in transit and/ or storage and/or commissioning and/or inspection and/or testing and/or project and/or Research & Development phase of an equipment deployed and/or to be deployed in another site or on the same site. **Definition of 'Project'** Project means installation and / or de-installation/ dismantling and/ or in transit and/ or storage and/or commissioning and/or at works and/or at rest and/or inspection and/or testing and/or Research & Development phase of an equipment deployed and/or to be deployed either in a new site or used to augment an existing site
9.1.3. Limit of Liability	
9.1.4.1 Operational Assets	**100% of Sum Insured**
9.1.4.2 Assets under Erection	**INR /- (Rupees - only)** per project any one location without limitation to number of projects during the policy period including installation and / or de-installation/ dismantling and/ or in transit and/ or storage and/or commissioning and/or at works and/or at rest and/or inspection and/or testing and/or or project and/or Research & Development phase of existing and new assets from one location to another location and vice versa. The insured value also includes all taxes & duties of all types (both imported & indigenous) , all software cost purchased alongwith the hardware, , project management fees, architect fees, installation & commissioning charges, planning & services charges, logistics expenses and all other overheads. The above includes the metro swap program also. The **metro swap program** will mean installation and / or de-installation/ dismantling and/ or in transit and/ or storage and/or commissioning and/or inspection and/or testing and/or project and/or

		Research & Development phase of an equipment deployed and/or to be deployed in another site or on the same site. **Definition of 'Project'** Project means installation and / or de-installation/ dismantling and/ or in transit and/ or storage and/or commissioning and/or at works and/or at rest and/or inspection and/or testing and/or Research & Development phase of an equipment deployed and/or to be deployed either in a new site or used to augment an existing site
9.1.4.	Deductible (per claim event basis)	Erection & Operational Phase Deductible applicable will be
9.1.5.	Jurisdiction	Anywhere in India (except Laptops on a Worldwide basis)
9.1.6.	Other Terms & Conditions applicable	1.
9.1.7.	Exclusions	• Terrorism • Any loss or damage due to Normal wear and tear per se (However, consequent damage which is otherwise insured under the policy is covered). Normal Inventory losses attributable to disappearance unexplained or inventory shortage misfiling or misplacing of information, shortage in supply or delivery of materials or shortage due to clerical or accounting error. Any loss discovered during normal stock taking which cannot be attributed to either theft or burglary (whether the FIR is issued by local Police Station or not) • Routine maintenance costs Other than accidental loss or damage during maintenance which is otherwise covered. • Pollution risks per se. (However, physical loss or damage to the insured property due to insured peril being triggered on account of pollution is covered. • Mutiny and warlike operations • Nuclear radiation • Employers' liability and liquidated damages/ penalty • Consequential loss such as loss of market or loss of use except a) loss of profit; , b) Public Liability; and c) Obsolescence (resultant of loss or damage arising out of insured perils) provided elsewhere in the policy. • Cessation of work whether total or partial
9.2 Business Interruption (SECTION 2		
9.2.1.	Scope of the Cover	Any loss resulting from interruption of or interference with the business including due to Suppliers' (including chain of suppliers whether or not material damage has occurred to Insured's property)/Customers' (including chain of customers whether or not material damage has occurred to Insured's property) premises and / or increased cost of working as a consequence of damage to property caused by an insured peril (during operational Phase only) (Also please refer clause A.50 of Schedule –"C" attached hereto on the definition of Suppliers &

	Customers') The scope of this cover also includes any loss resulting from interruption etc. on account of the metro swap program as set out in 9.1.3.2 of this document
9.2.2. Sum Insured (Gross Profit) - Circle Wise	**INR** Circle wise sum insured is as per Annexure "B" attached herewith **(sum insured represents 3 months Gross Profit)** **Final annual Gross Profit is INR** Limits: 100% for Normal and AOG Perils 10% of Business Interruption limit for each circle (AOA) for primary suppliers & primary customers INR 12 Crores (per event and in aggregate) for chain of supplier's supplier and chain of customer's customer (excluding Primary supplier / customer) and Ingress/Egress
9.2.3. Limit of Liability	
9.2.3.1 **Sum Insured**	**100% of Gross Profit Insured**
9.2.4. Indemnity Period	3 month
9.2.5. Time Excess	_____Days of Average Daily Value of Gross Profit For ICOW, a deductible **of INR 3 lakh** shall be applicable
9.2.6. Other Terms & Conditions applicable	Refer **Schedule -'C'** – Business Interruption
9.2.7. Exclusions	Same as Material Damage Section 9.1.7
9.3 Commercial General Liability (CGL) **(SECTION 3)** **1012/81355905/00/000/L/4066/56690792/04/000**	
9.3.1. Scope of the Cover	The Company will indemnify the Insured against:- 1. legal liability for accidental loss or damage caused to third party during the operations, erection, installation., de-installation, repairs, transit, storage, maintenance, dismantling, commissioning & inspection project, Research & Development phase, and/or arising out of any other business activities of the insured to all kinds of property of other persons/third party/business partners including property held in trust by or under custody of the Insured for which he is responsible including any such property used in connection with construction, project or erection thereon. This shall also include loss or damage caused to third party during and on account of excavation, trenching or laying route length of optical fiber cables/ other cables/ lines/ conduits/ pipes, point of interconnects (POI) or any activity by the Insured as mentioned above.

	2. Legal liability for fatal or non-fatal injury and/or mental injury to any persons (other than the insured's own employees / Contractor employees / Subcontractor employees/ any other party working on behalf of the insured) consequent upon or due to the operation of activities listed under item no.1 above at any location anywhere in India or as described in the Schedule. 3. Sudden & Accidental Pollution covered up to a limit of INR 5 Cr for Any one Accident/Any one Incidence and in the aggregate 4. Transportation Liability covered up to a limit of INR 5 Cr Any one Accident/Any one Incidence and in the aggregate. 5. Act of God Perils (within the CGL policy limit) 6. Personal& Advertising injury such as defamation, libel, slander, disparagement, false arrest, malicious prosecution, wrongful eviction or wrongful entry, oral or written publication damaging person's privacy etc; covered up to a limit of INR 5 Cr Any one Accident/ Any one Incidence with a deductible of INR 3 lakhs per event 7. Medical expenses (Rs 2 lacs per person) up to a limit of INR 20 lacs in the aggregate 8. Fire damage claim by tenants/third party (within CGL policy limit), however, assets placed under care, custody and control of the insured shall be excluded 9. Contractual liability (within the CGL policy limit) – This shall cover legal liability for injury to persons and loss of or damage to property imposed under any contract or agreement necessarily and reasonably entered into 10. Secondary Auto Liability- This shall cover any subsidiary/third party liability devolving on the insured for the use of non owned /hired vehicles. Also policy shall act as excess or difference in conditions cover to any Statutorily required motor vehicle liability insurance. Covered up to a limit of INR 5 Cr Any one Accident/Any one Incidence and in the aggregate 11. Automatic coverage for acquisition during the policy period. Covered up to a limit of 10% of the total asset size of the Insured 12. Coverage for liability arising out of travel of executives of the insured anywhere in the world 13. Infringement of copyright violations (unintentional). Provided that the event leading to loss / injury occurs on or after the retroactive date and the claims are lodged against the insured during the policy period. Provided that the total liability of the company during the period of Insurance under this clause shall not exceed the limits of indemnity specified under this section. Coverage envisages out of court settlement recommended by the Insured subject to Insurer's consent which shall not be unreasonably withheld. Indemnification shall include defense costs and all other related expenses incurred with the consent of the Insurer subject to overall limits of Indemnity specified under this Section. The scope of this cover also includes liability/loss, if any, resulting on account of the project phase, Research & Development phase & metro swap program as set out in 9.1.3.2 of this document.

9.3.2.	**Indemnity Limit**	**INR per event** and aggregate
9.3.3.	Deductible/Franchise for CGL Cover Apart from Personal and advertising Injury	Franchise: INR for each and every loss event Deductible: In case of claims where the claim amount is in excess of INR 5 lakhs the deductible applicable will be a flat INR 25,000/- for each and every loss.
9.3.4.	Geographical Scope	Anywhere in India
9.3.5.	Jurisdiction	Worldwide
9.3.6.	Other Terms & Conditions applicable	Refer **Schedule-'D'** – Third Party Liability
9.3.7.	Basis of Claim	Claims made
9.3.8.	Retroactive Date	3rd April 1998
9.3.9.	Exclusions	▪ Employers' Liability ▪ Penalties & Liquidated Damages ▪ Gradual Pollution Risks Mutiny & Warlike operations ▪ Nuclear Radiation ▪ Pure financial loss such as Loss of goodwill and loss of market Failure to Supply ▪ Product Liability cover including Product recall ▪ Professional Indemnity ▪
9.4	**MARINE INLAND COVER (SECTION 4) 1012/81355905/00/000/M/2001/64479969/02/000**	
9.4.1.	Scope of the Cover	Property insured under Material Damage section 9.1 of this policy from any place to any place anywhere in India (including import consignments insured by the suppliers upto port/airport in India i.e. tail end consignments) and/or to the premises of the Insured/ Client (including dealers/ representatives/ franchisees/ fulfilment centers / retail stores / E2E / distributors) within / between the circles anywhere in India; and/or movements between clients/ dealers/ representatives/ franchisees/ fulfillment centers/ distributors etc. anywhere in India. The scope of this cover also includes loss, if any, resulting on account of the project phase, Research & Development phase, metro swap program as set out in 9.1.3.2 of this document.
9.4.2.	Type of Cover	All Risks ('ITC A' plus SRCC) and intermediate storage – 60 days **against the following perils:** • Fire. • Lightning. • Explosion/ implosion. • Aircraft damage. • Riots, strike, malicious damage, civil commotion & terrorism. • Storm, typhoon, flood and inundation. • Subsidence/ landslide/ rockslide. • Bursting and/or overflowing of water tanks, apparatus and pipes. • Missile testing operations.

		• Leakage from automatic sprinkler installations. • Bush fire • Impact damage • Theft and Burglary. • Earthquake . For specific import consignments (as defined in 9.4.1 - Scope of cover) insured upto port/airport of discharge ITC 'A' cover will apply if pre-dispatch survey has been carried out otherwise ITC 'B' cover would apply. Coverage for Over Dimensional Cover (ODC) to be as per ITC 'B' cover. In case of a satisfactory pre-dispatch survey report, coverage will be as per ITC 'A'.
9.4.3.	Annual Estimated Turnover	INR 3,000,000,000/-
9.4.4.	**Per Sending Limit**	**INR 250,000,000/- (Rupees Twenty five crores only) per consignment / shipment.** (No pre-despatch survey is required for any inland consignment, upto INR 25 crores. **This will not apply for CIF import tail end consignments.**). The Maximum Per Location Limit of INR 150,00,00,000/- is also applicable under the policy
9.4.5.	Basis of Valuation	CIF plus 10% for new equipments and market value basis for used or second hand equipments including the "metro swap" Program. In any case the depreciation applicable will be as per the claim settlement clause A.19 of General terms & conditions.
9.4.6.	Conveyance	Rail/Road/Air/Courier/Carried in person by any mode of transport/ Inland Waterways including transshipment/s, if any.
9.4.7.	Packing	Customary
9.4.8.	Deductible/Franchise	Franchise: INR 3,00,000 for each claim event Deductible: In case of claims where the claim amount is in excess of INR 3 Lakhs the deductible applicable will be Flat INR 25,000 each and every loss
9.4.9.	Warranties	•It is warranted that if the weight of the cargo exceeds than Registration Laden weight/ Licensed Carrying Capacity of the vehicle, as mentioned in the Registration certificate of the vehicle, then any loss or damage arising out of such transit is not covered under the above mentioned policy; unless transit carried out without the knowledge of the insured •Institute Replacement clause: In the event of loss or damage to any part or parts of an insured machine caused by a peril covered by the Policy, the sum recoverable shall not exceed the cost of replacement or repair of such part or parts (compatible) plus charges for forwarding and refitting, if incurred, but excluding duty unless the full duty is included in the amount insured, in which case loss, if any, sustained by payment of additional duty shall also be recoverable
9.4.10.	Jurisdiction	India

Premium Detail:

Co-insurance detail:

Company	Share

The stamp duty of Rs. 0.50/- (Fifty Paise Only) paid in cash or by demand draft or by pay order, vide Receipt/Challan No.223836 dated 30th JUNE 2013."

Signed for and on behalf of ICICI Lombard General Insurance Company Limited, at Mumbai on this date **MARCH 06**, 2012.



Mr. Sanjay Datta

Authorized Signatory

Service Tax Reg. No.: GIS/Mumbai – I/1528/2001

Service Tax Code Number – AAACI7904GST001

Category:General Insurance Business Services 00440005

Policy shall stand cancelled ab initio in the event of non-realization of the premium."

Terms and Conditions

Material Damage (Section 1)

B.1 IMMEDIATE REPAIRS	(i) In the event of any loss or damage, the Insured shall be entitled to immediately start repairs and restoration of the damaged property without waiting for the surveyor's initial visit. (ii) The Insurer shall be entitled to be notified about and to inspect such repairs or replacement or shifting of material from site. (iii) Disputes if any, about the cost of such repairs or restoration shall be settled in accordance with the recommendations/service engineers report of the manufacturers of the equipment. Wherever the manufacturer has exited the contract with the Insured /not avilable, Insured's technical team will be the competent authority to certify the same.
B.2 DEMOLITION & DEBRIS REMOVAL	After the occurrence of a insured peril, or a loss event, the insurer shall cover costs and expenses necessarily incurred by the Insured for: i. Removing debris; ii. Dismantling and / or demolishing; iii. Shoring up or propping; iv Affecting access to and / or recovery; v Clearing drains and sewers including debris from adjoining premises, roadways or waterways. **Limit: 10% of the Loss amount (AOA)**
B.3 DESIGNATION OF PROPERTY	For the purpose of determining where necessary the designation of any property Insured, the Insurer shall accept the designation under which such property has been entered in the Insured's books.
B.4 OBSOLETE EQUIPMENT	The value of Insured Property shall be determined as the cost of repairs or replacement with new, like kind and of similar quality at the time and place of loss. However, should the property be technologically obsolete or unavailable because it is no longer in production or for any other reason, and should the property be actually replaced by another system/ property / vendor, then the Insurer shall be liable for the replacement cost as new of such reinstated equipment including connected accessories and peripherals which will at least perform substantially the same functions as the original equipment. Further, the Insurer shall not deduct from the claim amount towards accessories and peripherals of the original system (other than salvage value if any) rendered redundant though not directly damaged by the insured perils (insured or not insured under the policy) arising out of replacement by new property/ system along with connected accessories. The liability of the Insurer shall not be reduced by any amount of betterment inherent in the design of such functionally equivalent equipment along with connected accessories. However, the indemnification shall not exceed the value insured for the system/ equipment/ spare parts replaced.

	Insurer shall be guided by technical information provided either by Insured's Technology team or Vendor regarding obsoleteness.
B.5 OFF PREMISES	Shall extend to cover property of the Insured kept outside the insured premises as explained under Section 9.1.2 anywhere in India up to a limit of **INR 10 Crores Any One location, Any One Loss.**
B.6 Brands and Trade Mark	In the event of loss or damage by a peril insured against to property bearing a Brand or Trademark or patent which in any way carries or implies the guarantee or responsibility of the manufacturer or insured, salvage value of such damaged property shall be determined after removal in the customary manner of all such Brand or Trademark or other identifying characteristics.. The Insured, exercising reasonable discretion, shall be the sole judge of whether the goods involved in any loss under this policy are fit for consumption and no goods so deemed to be unfit for consumption by the Insured sold or otherwise disposed without Insured's consent.
B.7 PLANS DOCUMENTS & COMPUTER RECORDS	i. This policy covers all costs (including remuneration for supervising and/or actual work) incurred to reproduce or recreate documents and records such as plans, documents, business records including Customer acquisition Forms (CAFs) & contract copies, mortgages, POs/Invoices/bills of lading, computer systems and records and the like and shall include the cost of computer time expended in reproducing such documents and records as well as any expenses in connection with the production of information to be recorded but not for the value to the Insured of the information contained therein. ii. Further this policy extends to indemnify the Insured against costs and expenses incurred by reason of erasure or destruction, or distortion of data contained within the data carrying equipment and/or media following an accident whether or not such equipment and/or media is directly damaged. iii. The Insured shall, as far as is reasonably practicable, a) keep adequate backup copies of all computer systems, records and shall always take precautions in maintaining and storing such copies, and b) follow the recommendations, if any, for the safeguarding and security of computer systems, records and information thereon, made by the manufacturers and/or suppliers of the equipment in question. **Limit : Actual within the Sum Insured**
B.8 REINSTATEMENT VALUE	Claims will be settled normally on reinstatement value basis, however if the insured at his sole discretion does not proposes to reinstate the damaged asset, the settlement shall be done on Market Value basis, Ref A19 – claim settlement & documents of general conditions. In case of reinstatement the insured shall be at his sole discretion reinstate the damaged asset of either the same technology or any other technology and the claims shall be for such replaced asset.

<table>
<tr><td></td><td>The work of replacement or reinstatement may be carried out upon another site and in any manner suitable to the requirements of the insured subject to the liability of the Company not being thereby increased.</td></tr>
<tr><td>B.9 CLAIM SETTLEMENT CLAUSE</td><td>With reference to claims where the actual damage cannot be conclusively established in the absence of Testing and Repair facilities in India, the certificate provided by the insured's technical employee of the level of General Manager and above shall be binding on the insurer for the purpose of settlement of claim/including ascertaining whether there is a total physical damage or partial damage (% certified by technical person will be final). For ascertaining the salvage value, consultation with the surveyor would be necessary, please Ref A19 – claim settlement & documents of general conditions.

In case of claims where Testing and Repair facilities are available in India or abroad, the certificate given by the manufacturers or authorized agencies shall be binding on the insured/insurer. Decision regarding availing testing facilities in India or abroad shall rest with the Insured.

For settlement of Base Transceiver Station (BTS) claims irrespective of the testing, the following settlement matrix will apply:

<table>
<tr><td>Cause of Damage</td><td>Extent of Damage</td><td>Basis of Settlement</td></tr>
<tr><td>All Insured Perils:</td><td>Total Physical Damage</td><td>100%</td></tr>
<tr><td></td><td>Partial Damage</td><td>70%</td></tr>
<tr><td colspan="3">Salvage Adjustment: NIL</td></tr>
</table>

Salvage will be retained by the insured or the salvage buyer may sell it - as the case maybe (for claims in excess of INR 50 lacs)

Further, in the event the vendor and/or the Insured's technical employee (of the level of General Manager and above) certifies that proper functioning of the partially or fully damaged property, cannot be guaranteed and if such damaged property if used in the network can be detrimental to the other equipments and/or may result in business interruption, the Insurer shall based on such certification Settle the claim for 100% value. This clause is applicable for all the insured properties including BTS etc .</td></tr>
<tr><td>B.10 TEMPORARY REMOVAL</td><td>This policy covers the insured property whilst stored in any other premises in India outside the Insured location, and whilst temporarily removed for cleaning, renovation, repair, storage or other similar purposes, elsewhere on the same or to any other premises within India and in transit thereto and there from by road, rail or waterways or air or in person.</td></tr>
<tr><td>B.11 UNREPAIRED DAMAGES</td><td>In the event of insured deciding not to replace or repair the damaged item covered under the policy and decides to continue with the damaged item after incurring necessary expenditure for safe working of the damaged item. The insurer shall indemnify amount expended in making the item safe plus the reasonable</td></tr>
</table>

	repair cost which would have been incurred by the Insured had the Insured repaired the damage item or reasonable amount equivalent to reduced life of damaged item.
B.12 HIRE PURCHASE OR LEASE AGREEMENT	Certain items of the property may be the subject of hire purchase lease or other agreements and the interest of the other parties of these agreements is noted in this insurance, the nature and extent of such interest to be disclosed in the event of loss, destruction or damage.
B.13 DE CONTAMINATION AND CLEAN UP COST	Cost of decontamination and or clean up cost of insured property contaminated including but not limited to presence of pollution or hazardous materials NECESSARILY AND REASONABLY INCURRED AND in compliance with the regulatory requirement/s as a result of physical damage to the insured property due to insured perils. This shall also extend to cover even un insured property provided the pollution or contamination to un insured property is the direct result of physical damage to insured property due to insured peril. Limit: 10% of the claim amount subject to a Max. of Rs 5 crores AOA and Rs. 5 crores AOY
B.14 CLAIM DOCUMENTS/ PROCEDURE	Process to be followed: Send claim notice to the Insurer not later than 90 days from the date of loss known In case of major fire (for this purpose major fire means fire which threatens to go beyond facility/ factory limits and cause loss of human life/ loss of third party property/ environment pollution) • Intimate the police station • Intimate the external fire brigade Take necessary steps to minimise the loss as if uninsured, as aggravation of loss due to negligence is not payable. Isolate and preserve the damaged equipment/ area at once. Take photographs/ video-film as evidence of the extent of damage. Documents detailed below that the insurer may request through Surveyor:

	• Claim form - duly completed • Incident report • Photographs/ video-film of the damage, if taken • Copy of intimation to the police station, if FIR lodged • Copy of report from fire brigade, if fire brigade called for fire fighting • Statement giving details of actual/ estimated loss, which shall broadly cover the following expenses: • Bills or quotations or Purchase Orders for repairs/ replacement of property damaged • Bills or Purchase Orders of fire extinguishing expenses including cost of extinguishing agents • Expenses incurred for removal of debris • In-house expenses incurred for repairs/ loss minimization exercise in terms of labour and material • Any other expenses arising out of loss or damage The above summarised by Insured in the below basic docs. as mandatory docs. to be considered by surveyors for settlement of claim: - 1) Claim Bill duly filled with Final claim amount to be duly certified by Circle Finance Head of Insured. 2) Supporting Invoice/PO copies along with Claim Bill 3) Service Engineers report on Vendors letter head or GM certificate from TTSL Technology team - GM level & above to confirm the list of stolen items. 4) FIR or Police notification if Police is informed of the loss 5) Fire Brigade Report if Fire brigade approached for fire fighting. In case of Burglary & Theft claims. Process to be followed: Send immediate intimation to the insurer. Inform the police by notifying the nearby Police station and obtain First Information Report (FIR). Take photographs or video recording if possible of visible signs of breakage and burglary. Documents detailed below that the insurer may request through Surveyor: : • Claim form - duly completed • Incident report • Photographs/ video-film of the damage • Copy of intimation to the police station, if applicable • Theft/Burglary notification to Police Station • FIR issued by the police station

	• Bills or Quotations or Purchase Orders of property lost in Theft / burglary The above summarised by Insured in the below basic docs. as mandatory docs. to be considered by surveyors for settlement of claim: - 1) Claim Bill duly filled with Final claim amount to be duly certified by Circle Finance Head of Insured. 2) Supporting Invoice/PO copies along with Claim Bill of the eqpts. lost in theft/burglary by the Insured 3) FIR issued & Theft/Burglary Police notification **In case of Act of God claims (like earthquake, floods, cyclone, lightning, tsunami etc.)**, preserve press cuttings/ meteorological reports/ seismic reports as the case may be. The Process and Documents to be submitted for Act of God claims are the same as for Fire claims as mentioned above except for submission of Incident report, FIR of the police and Fire Brigade report.

Schedule - 'C'
Terms and Conditions
Business Interruption (Section 2)

C.1 EXTRA EXPENSES AND INCREASED COST OF WORKING	Shall cover i Any incremental expenses ; and / or ii Any increase in the cost of operations or activities; and / or iii Any outlay resulting from the failure to meet any condition or obligation imposed by any governmental authority or statute
C.2 DEPARTMENTAL CLAUSE	Departmental clause shall mean Circle Wise or Division Wise or Customer Wise ascertaining the loss of Gross Profit / increased cost of working/Professional fees/Extra expenses if any following Business interruption at the option of the insured notwithstanding whether loss has occurred at cost centre or profit centre.
C.3 DEFINITION OF GROSS PROFIT	**Definition of Gross Profit for Insured** **Income** (i)Service Revenues (ii)Co location and Related Income (if any) Total Income (i)+(ii)=(A) **Less Cost of Service** (a) Interconnect charges (b) Licence Fee under Revenue Sharing Arrangement **(c)** Royalty and Licence fee to Wireless Planning Commission **(d)** Customer Acquisition cost (without the cost incurred for acquisition of potential customers) **(e)** VAS content cost **(f)** IS/IT cost **Total Cost of Service=(a)+(b)+(c)+(d)+(e)+(f) = (B)** **Gross Profit (A-B)** **The term Gross Profit hereinafter used in this section / policy, shall mean Gross Profit of Insured.**
C.4 CUSTOMERS (INCLUDING CHAIN OF CUSTOMER'S CUSTOMERS), SUPPLIERS (INCLUDING CHAIN OF SUPPLIER'S SUPPLIERS), FABRICATORS & UTILITY EXTENSION	Shall extend to cover insured's loss resulting from damage due to perils covered under the policy occurring at the premises of any of the Insured's customers (Including Chain of Customer's Customers) and /or suppliers (Including Chain of Supplier's Suppliers), fabricators & Utility Extension (such as suppliers of electricity, gas, water and steam). Suppliers also means all suppliers including suppliers of Telecom interconnectivity, and/or Indefeasible Right to Use ,telecom services, tower and related infrastructure sharing services, O & M agencies, telecom service providers, IT support and service providers, content providers for value added services, aggregators, devices suppliers, OEMs, device traders, suppliers of telecom equipments and services, (including professional service providers), providers of logistics suppliers, warehouse services providers etc. Limit of loss: Upto 10% of Business Interruption limit for each circle (AOA) for primary suppliers & primary customers.

	Deductible: 3 days of Average Daily Value of Gross Profit from the start of the event giving rise to a claim for primary suppliers and primary customers. Limit of loss: INR 12 Crores (per event and in aggregate) for chain of suppliers' suppliers and chain of customers' customers (excluding primary customer). Deductible: 3 days of Average Daily Value of Gross Profit from the start of the event giving rise to a claim for chain of supplier's supplier and chain of customer's customer (excluding primary customer).
C.5 INGRESS / EGRESS	Insurer shall be liable for loss during the period access (Ingress or Egress) to the property covered under the policy (without physical damage to the property insured) is prevented as a direct result of operation of an insured peril in the vicinity (out side) of insured location/s Limit: Loss limit of INR 12 Crores (per event and in aggregate) Deductible: 3 days of Average Daily Value of Gross Profit from the start of the event giving rise to a claim. The policy shall also extend to cover any loss arising directly out of riots and strikes, without physical damage to the insured location/ or immediately surrounding the insured location, if occurring in the vicinity of 20 kilometres from the insured location, and resulting in a. In-ability to access b. temporary dispossession of any building or unit of machinery. Limit: Loss limit of INR 5 Crores (per event and in aggregate) Deductible: 3 days of Average Daily Value of Gross Profit from the start of the event giving rise to a claim.
C.6 OUTPUT/ TURNOVER BASIS	It is hereby understood and agreed that wherever found necessary, the term 'OUTPUT' may be substituted for the term TURNOVER/REVENUE and vice versa at the option of the Insured.
C.7 BASIS OF SETTLEMENT	Loss of Gross Profit and professional fees and or increased cost of working as hereinafter defined, resulting from interruption of or interference with the business and caused by loss, damage, destruction to real or personal property as described in Material Damage Section of this policy by a peril insured against during the term of this policy. Indemnity: The amount of loss of Gross Profit shall be based on Reduction in Turnover, Plus Increase in Cost of Working Plus Professional fees Plus Extra Expense as the case may be. The amount payable as indemnity shall be i) In respect to REDUCTION IN TURNOVER: The sum produced by applying the rate of Gross Profit to the amount by which the turnover during the indemnity period shall, in consequence of the damage, fall short of the standard turnover;

	ii) In respect to INCREASE IN COST OF WORKING : The additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in turnover which but for that expenditure would have taken place during the indemnity period in consequence of the damage, but not exceeding the sum produced by applying the rate of Gross Profit to the amount of the reduction thereby avoided; iii) In respect to PROFESSIONAL FEES, the reasonable charges payable by the Insured to their auditors for producing and certifying any particulars or details in the Insured's books of account or other books or documents or such other proofs, information or evidence as may be required by the company. iv) In respect to EXTRA EXPENSE, the insurance under this item is limited to extra expense (not otherwise recoverable hereunder) necessarily and reasonably incurred during the indemnity period in consequence of the damage over and above the total costs that would normally have been incurred to conduct and maintain normal business operations or services during the same period had no loss or damage occurred. In no case will the amount payable under this item exceed the sum insured specified under the schedule. Less any sum saved during the indemnity period in respect of such of the standing charges as may cease or be reduced in consequence of the damage.
C.8 ALTERNATIVE PREMISES CLAUSE	If during the Indemnity period services are provided elsewhere other than at the affected premises for the benefit of the business either by the insured or by others on behalf of Insured; the revenue of such services shall be brought into account in arriving at the turnover during the indemnity period.
C.9 PROFESSIONAL FEES	Shall pay reasonable charges payable to professionals for producing details / reports / evidence / documents which may be required by the insurer in accordance with the insured books of accounts, within the policy limit. **Limit : Actual within the Sum Insured**
C.10 AGGRAVATION CLAUSE	It is noted and agreed that excluded perils shall not prejudice the right of the insured to recover under the policy, any further loss caused by aggravation of an originally covered loss within the period of indemnity.
C.11 CLAIM DOCUMENTS/ PROCEDURE	Process of claim: The moment there is damage to the assets insured, inform about the possible Loss of Profit claim without quantification. Estimate the possible loss of profit and advise the insurer accordingly {Gross Profit is as defined under C-3 above} Guidelines for estimating loss of profit are as follows: i. Ascertain the number of days for which the services is likely to be interrupted. ii. Ascertain the quantity of services per day i.e. the services on the day immediately prior to interruption

	iii. Multiply services per day with number of days lost to arrive at "services lost". iv. Multiply "services lost" by sales price per unit to arrive at "loss of turnover". v. Arrive at "Gross Profit rate". "Gross Profit rate" is calculated by dividing Gross Profit for the financial year immediately proceeding the interruption period by corresponding turnover and multiply by 100. vi. Multiply Gross Profit rate by the loss of turnover which will give Gross Profit likely to be lost following interruption. vii. Provide adjustment for trend factor if any and calculate revised Gross Profit. viii. Add increased cost of Working/Professional Fees/Extra Expenses including cost of capital items exclusively used for expediting normal production to the Gross Profit. If this capital asset has balance life, deduction needs to be made for the same. ix. Deduct savings (such as in fixed overheads/ interest) to arrive at adjusted Gross Profit. Submit a claim bill for the adjusted Gross Profit along with working. Provide the quarterly or monthly financials prepared by the Insured substantiating adjusted Gross Profit (evidence of service loss) to surveyor / insurer on request.

Schedule-'D'

TERMS AND CONDITIONS

Third Party Liability (SECTION 3)

D.1 CONTRACTUAL LIABILITY	This policy covers legal liability for injury to persons and loss of or damage to property imposed under any contract or agreement necessarily and reasonably entered into, provided that such liability would have been implied by law.
D.2 SECONDARY AUTO LIABILITY	This policy covers any subsidiary / third party liability (secondary) devolving on the Insured for the use of non owned vehicles. Also the policy acts as excess or difference in conditions cover to any statutory required under motor vehicle liability insurance. Limit: Rs.5 crores (per event and in aggregate)
D.3 CROSS LIABILITY	Each of the parties comprising the Insured shall, for the purpose of this section be considered as a separate and distinct party and the words "the Insured" shall be considered as applying to each party in the same manner as if a separate policy had been issued to each of the said parties and the Insurers hereby agree to waive all rights of subrogation or action which they may have or acquired against any of the aforesaid parties arising out of any occurrence in respect of which any claim is made hereunder provided nevertheless that nothing in this policy shall be deemed to increase the Limit of Indemnity in respect of any one event or series of event.
D.4 CLAIM PROCEDURE/ DOCUMENTS	**Process of claim:** Preserve photographs/ video of the incident Advise the Insurer regarding the incident Preserve the communication received from the aggrieved party and forward a copy of the same to the Insurer Legal notice if any received from the aggrieved party, advise the Insurer immediately. Insurer shall appoint the advocate in consultation with the Insured. Should the insurer fail to nominate legal counsel after repeated requests, Insured can nominate a legal counsel under advice to Insurer. It is important that the Insurer needs to be named as a co-defendant. Documents to be submitted: A note on the incident Photographs/ Video recording of the incident Communication received from the aggrieved party forward a copy of the same to the Insurer Legal notice (if any) received from the aggrieved party, advise the Insurer immediately.

E.1 Claim Documents required under Marine Inland Insurance

1) Transit by Rail/ Road

- Railway/ Lorry receipt
- Invoice/PO
- Damage/ Shortage - Open Delivery certificate and survey report
- Non delivery - Carriers non-delivery certificate and Railway/ Lorry receipt
- Copies of monetary claim notice on carriers

2) Transit by Air

- Airway Bill
- Invoice/PODamage/Shortage of Goods - Air carrier's certificate for loss or damage & survey report
- If claim is for non-delivery of goods - Air carrier's non-delivery certificate / Air port authority's non-delivery certificate and negotiable copies of Airway bill
- Copies of your monetary notice of claim served on Carriers, Air port Authority and Customs for refund of duty

3) Transit by Ship

- Invoice/PO
- Packing/ Weight List
- If Claim is for damage or/ shortage of goods - Ship survey report, Insurance survey report
- If claim is for damage or/shortage of goods - Port Authority's Landing Remark Certificate
- For Non-delivery of goods - Port Authority's Short Landing or Landed - but - missing Certificate
- Non-delivery of entire consignment – Certificate from the carrier.
- Copies of your Monetary Notice of claim on Carriers,port authority