



LIBERTY GENERAL INSURANCE LIMITED

Date: 25/01/2019

Policy No: 3514-500101-18-1000238-00-000



To,
PRATHIBHA PEOPLES
HEALTH CARE PVT LTD, 1-4-80/C, NEWTOWN, MAHABOOB NAGAR,
MAHABUB NAGAR TELANGANA 509001

Dear Customer,

Sub: Business Package Insurance Policy No: 3514-500101-18-1000238-00-000

We thank you for choosing us for your insurance needs. We at Liberty General Insurance believe "Insurance" is not only an assurance to indemnify in the event of an unfortunate circumstance, but one that signifies protection and support you can count on when you need it the most. Liberty General Insurance is firmly committed to stand beside you and fulfill your insurance requirement whenever the need arises.

Liberty General Insurance Limited (IRDA Registration No. 150, CIN: U66000MH2010PLC209656) is a joint venture between ENAM Securities, Diamond Dealtrade Limited, a group Company of DP Jindal Group and Liberty Citystate Holding PTE Ltd, a group Company of US based Liberty Mutual Group.

Liberty Mutual Insurance was founded in the year 1912 and now is a diversified global insurer having over 900 offices over the world. With Liberty Mutuals 100 years of supervision in the insurance industry globally, Liberty General Insurance Limited is here with a vision to build a customer centric business to address the distinct needs of individual and corporate customers.

The insurance policy enclosed is a written agreement providing confirmation of our responsibility towards you that puts insurance coverage into effect against stipulated perils. With a commitment, to provide you with world class products and professional services, we take great pleasure in providing you details related to your policy.

Please find enclosed your **Business Package Insurance** Policy no. **3514-500101-18-1000238-00-000**. The terms and conditions, guidelines and other relevant details of your insurance coverage are available in the enclosed policy document. Alternatively, you may also visit our website www.libertyinsurance.in to view/download policy wordings.

If you wish to contact us in reference to your existing policy and /or other general insurance solutions been offered by us, you may write to our correspondence address as mentioned below. You can also visit us at www.libertyinsurance.in , and we will be happy to assist you. To enable us to serve you better, you are requested to quote your Policy Number in all correspondence.

We welcome you to Liberty family and hope to live up to your expectations. We look forward serving you for years to come.

Yours Sincerely,

For Liberty General Insurance Limited

Authorized Signatory

**BUSINESS PACKAGE INSURANCE
POLICY SCHEDULE**

In consideration of the policyholder named herein paying to the Liberty General Insurance Limited (hereinafter called the Insurer) the premium as stated in the Schedule and in reliance upon the statements made by the Policyholder in the proposal including its attachments or otherwise, and the material incorporated therein, the Insurer agrees to provide insurance against loss, damage, liability or expense to the extent and in the manner herein provided subject to all terms, conditions, exceptions and warranties hereinafter set forth.

Policy Servicing Office: 6-3-885/7, 3RD Floor, Sapphire Square, Rajiv Gandhi Circle, Somajiguda, HYDERABAD 500082 TELANGANA PH: +91 40 48460000 FAX: +91 0 0
Policy Issuing Office: 10th Floor, Tower A Peninsula Business Park, Ganpath Rao Kadam Marg Lower Parel MUMBAI MAHARASHTRA - 400013 Phone: +91 22 6700 1313 Fax: +91 22 6700 1606



Policy Number 3514-500101-18-1000238-00-000
Insured Name **PRATHIBHA PEOPLES**
Address HEALTH CARE PVT LTD, 1-4-80/C, NEWTOWN, MAHABOOB NAGAR, MAHABUB NAGAR TELANGANA 509001
UIN Number IRDAN150P0003V01201314
GSTIN No/State Name NA/TELANGANA

Policy Issue Date : 25/01/2019
Period of Insurance From **24/01/2019** (00:00 Hours) to midnight of **23/01/2020**

Intermediary Name	Intermediary Code	Intermediary Contact Details
RAVALI TELUKUNTA	IMD1071562	7702223511

Co-Insurance details		
Name of The Insurer	Share %	Unique Reference Code
Liberty General Insurance	100	-

Risk Details	
Financial Interest / Hypothecation	As per Annexure
Occupancy, Risk Location Address, Description	As per Annexure

Sum Insured and Premium		
Section Name	Sum insured(₹)	Premium(₹)
Section I: Fire and Allied Perils Material Damage	1,400,000.00	500.00
Section XIII: Legal Liability	100,000.00	100.00

Policy Premium Details	
Premium (excluding Terrorism premium)	₹ 600.00
Terrorism Premium	₹ 210.00
Net Premium Taxable Value	₹ 810.00
CGST(9% - TELANGANA)	₹ 72.90
SGST(9% - TELANGANA)	₹ 72.90
Premium including Tax	₹ 956.00

Excess
As per Annexure

Addon Covers
As per Annexure

Clauses, Warranties, Exclusions And Conditions

Section I Fire and Allied Perils Material Damage

- Section I: EARTHQUAKE (FIRE AND SHOCK)
- Section I: AGREED BANK CLAUSE
- Section I: DESIGNATION OF PROPERTY CLAUSE
- Section I: LOCAL AUTHORITIES CLAUSE
- Section I: ARCHITECTS, SURVEYORS AND CONSULTING ENGINEERS FEES (UP TO 3% OF THE CLAIM AMOUNT)
- Section I: REMOVAL OF DEBRIS CLAUSE (UP TO 1% OF THE CLAIM AMOUNT)
- Section I: Terrorism
- Section I: Computer Loss General Exclusion
- Section I: Special Extension to the above General Exclusion
- Section I: Electronic Date Recognition Clause EDRC (B)

Section XIII Legal Liability

Other Conditions (Common to all Sections)

- Section I Fire and Allied Perils-Material Damage
 - Market Value Clause
 - It is warranted that all assets are covered without Exception and documentary evidences (like invoice etc.) are to be submitted substantiating the claim
 - It is warranted that age of the risk is less than 20 years
- Section XIII Legal Liability
 - Terrorism Damage Exclusion Warranty
 - War Exclusion Clause:- Notwithstanding any provision to the contrary within this reinsurance or any endorsement thereto it is agreed that this reinsurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss; war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to 1 and/or 2 above.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect

Subject otherwise to terms and conditions of Business Package Insurance Policy. In case of payment by cheque, in the event of dishonor of cheque for any reason whatsoever, insurance provided under this document automatically stands cancelled irrespective of whether a separate communication sent or not.

Signed for and on behalf of the Liberty General Insurance Limited , at **Mumbai**.



 Authorized Signatory

Insurance is the subject matter of the Solicitation UIN No. IRDAN150P0003V01201314

Invoice No. 3618011000008865
Branch GSTIN No : 36AABCL9950A1ZM
SAC Code : 997137; Description of Service : General Insurance Service; Place of Supply : TELANGANA/36
IRDA Regn. No. 150
CIN No. U66000MH2010PLC209656
Tax is not payable under reverse charge by the recipient

In the event of loss and/or damage which may give rise to a claim under this Insurance, the Insured immediately give notification to below contact details:
Liberty General Insurance Limited : **Address:** 10th Floor, Tower A, Peninsula Business Park, Ganpatrao Kadam Marg, Lower Parel (W), Mumbai - 400013. Email:
care@libertyinsurance.in or commercialclaims@libertyinsurance.in; Phone (Direct) 02267001373; Toll Free No. : **1800 266 5844**

Important Note- Kindly examine this Policy document including its attached Schedules and Annexures / Riders if any. In the event of any discrepancy, please contact our office immediately. It is being noted that, this Policy shall be otherwise considered as being entirely in order.

Consolidated Stamp duty has been paid as per letter of Authorization no. CSD/203/2018/4407/18 dated 17/10/2018 issued by Main Stamp Office, Mumbai.

" Annexure " forming part of Policy No.3514-500101-18-1000238-00-000

Bank Name	Branch Address	Remarks
SIEMENS FINANCIAL SERVICES PVT LTD		

" Annexure " forming part of Policy No.3514-500101-18-1000238-00-000

II. Non Floater Location

Location Address 1: SUSRUTHA PEOPLES HOSPITAL, 1-4-80/C, NEW TOWN, MAHABOOB NAGAR, MAHABUB NAGAR State-TELANGANA PIN-509001

Section I: Fire and Allied Perils - Material Damage

Risk Description : Hospitals
 Occupancy : Hospitals , X-ray and Diagnostic clinics
 RSMC Covered : Yes
 Excess/Deductibles : Locations SI Upto Rs10 CRs-5% of claim amount subject to minimum of Rs.10000/-
 Locations SI above Rs 10 CRs upto Rs100 CRs-5% of claim amount subject to minimum of Rs.25000/-
 Locations SI above Rs100 CRs upto Rs 1500 CRs-5% of claim amount subject to minimum of Rs.500000/-
 Locations SI above Rs1500 CRs upto Rs2500 CRs-5% of claim amount subject to minimum of Rs.2500000/-
 Locations SI above Rs2500 CRs-5% of claim amount subject to minimum of Rs.5000000/-

Sr. No	Interest Insured	Description	Sum Insured(₹)
1.	Others Contents	Other Contents(Invoice No- 1910107263)	1,400,000.00
Total			1,400,000.00

Add on Details

Add on Coverage Details		
Sr. No.	Description	Sum Insured(₹)
1	Earthquake	1,400,000.00
2	STFI	1,400,000.00
3	Terrorism Cover	1,400,000.00

Section XIII:Legal Liability

Turnover	0
Limit of Indemnity	Any One Accident ₹100000 Aggregate Limit for the Policy Period:₹100000
Retroactive Date	24/01/2019
Coverage Territory & Jurisdiction	India Only
Excess/Deductibles	0.5% of AOA limit, subject to minimum of INR. 5,000 for each and every claim

BUSINESS PACKAGE INSURANCE POLICY

PREAMBLE

WHEREAS the Insured described in the Schedule hereto (hereinafter called the "Insured") by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to Liberty General Insurance Limited (hereinafter called the "Company") for the insurance hereinafter contained and has paid premium as consideration for such insurance during the period stated in the Schedule or during any further period for which the Company may accept payment for the renewal or extension of this Policy

OPERATIVE CLAUSE

The Company hereby agrees subject to the terms and conditions contained herein or endorsed or otherwise expressed hereon, to indemnify the Insured to the extent and in the manner specified herein, against any loss or damage to the Property insured due to operation of any of the insured perils during the Policy Period.

Note: The term policy when appearing within a Coverage Section / Extension wording shall be interpreted as referring to the specific Insurance afforded by that Coverage Section / Extension.

COVERAGE SECTIONS::

S.No	SECTION	COVERAGE
1	Section I	Fire and Allied Perils Material Damage
2	Section XIII	Legal Liability

Note: Section I is compulsory, remaining sections are optional. Cover provided will be for the sections opted by the Insured and mentioned in the Policy schedule.

DEFINITIONS (Applicable to All sections – Unless this Policy expressly defines a word or a phrase under any Section as enumerated above, the following definitions shall be applicable and shall prevail over all the Sections)

- "Property"** means assets, machinery, equipment, furniture, fixtures and fittings, electrical installations and stock and stock-in-trade in the Insured's premises described in the Schedule to this Policy including items contained therein for which the Insured is accountable.
- "Period of Insurance"** means the period between the commencement date and the expiry date shown in the Schedule, both days inclusive.
- "Proposal"** means any signed proposal by filling up the questionnaires and declarations, written statements and any information in addition thereto supplied to the Company by the Insured or on Insured's behalf.
- "Insured Premises"** means the place(s) declared for insurance and named in the Schedule attached to the Policy.
- "Policy"** means the Policy Booklet, the Schedule, the Proposal and any applicable endorsements or memoranda. The Policy contains the details of the extent of the cover available to the Insured, what is excluded from the cover and the conditions, warranties based on which the Policy is issued.
- "Schedule"** means the latest schedule issued by the Company as part of the Policy. It provides details of the Insured's Policy including full description of properties covered which are in force and the period of cover against the properties described. Whenever, the Insured requests for a change in the cover, the same will be communicated by way of an endorsement, subject to payment of premium by the Insured as demanded by the Insurer for such change in cover.
- "Sum Insured"** means the Monetary Amounts shown against item/s insured.
- "Burglary or Housebreaking"** means theft following upon an actual forcible and violent entry of or exit from the premises by the person or persons committing such theft.
- "Theft"** means the dishonest misappropriation of Insured's property with the intention of permanently depriving the Insured of the property by the person or persons other than the Insured's employees or their representatives acting on behalf of the Insured.
- "Robbery"** means the theft of contents at the insured premises using unforeseen, aggressive and violent means against the Insured and / or their employees.
- "Hold-up"** means forcible removal by actual or threatened violence against the Insured or Employee(s) of the Insured.
- "Excess/Deductible"** means the amount stated in the Schedule, which shall be borne by the Insured in respect of each and every Claim made under this Policy.
- "Contents"** means items declared for insurance and specified in the Schedule.
- "Business"** means the business of the Insured as stated in the Schedule.
- "Claim"** means a claim under an Operative Clause in respect of an insured event that has taken place or is likely to take place.
- "Employee"** means any person with whom the Insured has entered into a contract of service.
- "Business Hours"** or **"Office Hours"** means the Insured's normal trading hours or whilst the Insured or their authorized employees are on the premises for the purpose of the business.
- "Money"** means Cash, current coins, Bank and Currency Notes, Cheques, Postal Order, Current postage stamps which are not part of a collection and Luncheon Voucher.
- "Intrinsic Value"** means reinstatement value of insured property or item less due allowance for betterment, wear and tear and/or depreciation
- "Market Value"** means replacement value of insured property or item as New at the time of Damage or Loss less due allowance for betterment, wear and tear and/or depreciation.
- "Property Damage"** means actual physical damage to the Insured property
- "Loss/Lost"** means the damage.
- "Limit of Indemnity or Liability"** means the amount stated in the Schedule, which shall be the Company's maximum liability under this Policy (regardless of the total number or amount of Claims made) for any one Claim and in the aggregate for all Claims during the Policy Period.
- "Plate Glass"** means completely and securely fixed flat glass within the Insured Premises (including Plate Glass of display / show windows of the Premises) and described in the Schedule excluding its glazing and/or lettering and /or ornamentation and /or any surface treatment or surfacing unless specifically described and declared for insurance.
- "Frames" and "Framework"** shall mean a structure the immediate purpose of which is the enclosure or support of Plate Glass.
- "Accident" / "Accidental"** means a circumstance that is sudden, unexpected and unintentional damage not excluded under the Policy.
- "Authorised Employee"** means an Employee of the Insured who is specifically entrusted with Money in Transit.
- "In Transit"** means:
 - Any mode of transportation of Money for the payment of wages, salaries and other earnings or for petty cash directly between a bank, the Insured Premises or a Point in Transit (if specified) by the Insured or an Authorised Employee from the time Money is received at the bank, the Insured Premises or a Point in Transit by the Insured or an Authorised Employee until delivered to the bank, the Insured Premises or a Point in Transit by the Insured or an Authorised Employee and whilst at the Insured Premises until disbursed provided that out of business hours such Money shall be secured in a locked Safe or locked Strong Room. Cheques drawn by the Insured to provide for such Money are covered In Transit from the Insured Premises to the Bank only.
 - Any mode of transportation of Money in the personal custody of the Insured or an Authorised Employee directly between a bank and the Insured Premises or a Point in Transit (if specified) from the time Money is received at the bank or the Insured Premises by the Insured or an Authorised Employee until delivered to the bank or the Insured Premises or a Point in Transit by the Insured or an Authorised Employee within 72 hours of the time of collection.
- "Unused"** means unoccupied for a consecutive period of 7 days.
- "Point in Transit"** means the place specified in the Schedule.
- "Safe"** means



- A strong cabinet within the Insured Premises designed for the safe and secure storage of valuable items, and

- Access to which is restricted.

32. **Strong Room** means

- A room within the Insured Premises designed for the secure storage of Money, and

- Access to which is restricted.

33. **Employed** mean either any employee named in the Schedule of the Insured or all Employees of the Insured occupying a position named in the Schedule.

34. **Fraud or Dishonesty** shall mean the act of stealing misappropriation embezzlement or fraudulent conversion on the part of the Employed.

35. **Direct Financial Loss** means the loss of moneys and / or stock at prime cost belonging to the Insured proved to have been criminally misappropriated and disposed of by the Employed excluding any consequential loss of any kind.

36. **Signage** means advertising displays, hoardings, Glow signs, neon signs, LED signs, LCD signs, any digital signs, any sort of display intended to convey information and described in the schedule.

37. **Injury** means physical bodily injury including death resulting from such injury arising out of an accident but does not include any mental sickness, disease, Occupational Disease, unless caused by such physical bodily injury.

38. **Insured** means the person or organization specified in the Policy Schedule but does not include their Contractors or Sub Contractors.

39. **Occupational Disease** means any occupational disease or illness including but not limited to the diseases listed under Schedule III of the Employees' Compensation Act. 1923 contracted by an Employee due to employment in the Business.

40. **Wages** means the remuneration payable to an Employee by the Insured for the employment in the Business and includes any privilege or benefit which is capable of being estimated in money other than a travelling allowance or the value of any travelling concession or a contribution paid by the employer of an employee towards any pension or provident fund or a sum paid to an employee to cover any special expenses entailed on him by the nature of his employment;

41. **Boiler** shall mean any fired closed vessel or a combined container piping system in which steam is generated under pressure.

42. **Pressure Plant** shall mean any unfired closed container under steam gas or fluid pressure.

43. **Explosion** shall mean the sudden and violent rending or tearing apart of the permanent structure of a Boiler or Pressure Plant or any part or parts thereof by force of internal steam gas or fluid pressure causing bodily displacement of the said structure and accompanied by the forcible ejection of its contents.

44. **Collapse** shall mean the sudden and dangerous distortion of any part of Boiler or Pressure Plant by bending or crushing caused by Steam Gas or Fluid Pressure whether attended by rupture or not. It shall not mean any slowly developing deformation due to any cause.

44. **Goods in inland transit** shall mean the subject matter insured as enumerated under the Policy Schedule and which are in the course of movement within India from one place to another and for which the Insured has responsibility to arrange insurance.

SECTION I- FIRE AND ALLIED PERILS

COVERAGE

The Company will indemnify the Insured in respect of loss or damage to the building and/or contents as specified in the Schedule, due to:

I. **Fire:** Excluding destruction or damage caused to the Property insured by

- its own fermentation, natural heating or spontaneous combustion.
- its undergoing any heating or drying process.

- burning of Property insured by order of any Public Authority.

II. **Lightning**

III **Explosion/Implosion:** Excluding loss, destruction of or damage

- to boilers (other than domestic boilers), economizers or other vessels, machinery or apparatus (in which steam is generated) or their contents resulting from their own explosion/implosion,
- caused by centrifugal forces.

IV **Aircraft Damage:** Loss, destruction or damage caused by Aircraft, other aerial or space devices and articles dropped therefrom excluding those caused by pressure waves.

V **Riot, Strike and Malicious Damage:** Loss of or visible physical damage or destruction by external violent means directly caused to the property insured but excluding those caused by

- total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind.
- Permanent or temporary dispossession resulting from confiscation, commandeering, requisition or destruction by order of the Government or any lawfully constituted Authority.
- Permanent or temporary dispossession of any building or plant or unit or machinery resulting from the unlawful occupation by any person of such building or plant or unit or machinery or prevention of access to the same.
- Burglary, housebreaking, theft, larceny or any such attempt or any omission of any kind of any person (whether or not such act is committed in the course of a disturbance of public peace) in any malicious act.

VI **Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and Inundation (STFI):**

Loss, destruction or damage directly caused by Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood or Inundation excluding those resulting from earthquake, Volcanic eruption or other convulsions of nature.

VII **Impact Damage:** Loss of or visible physical damage or destruction caused to the Property insured due to impact by any rail/ road vehicle or animal by direct contact not belonging to or owned by

- the Insured or any occupier of the premises or
- their employees while acting in the course of their employment.

VIII **Subsidence and Landslide including Rock slide:** Loss, destruction or damage directly caused by Subsidence of part of the site on which the Property stands or Land slide/Rock slide excluding:

- the normal cracking, settlement or bedding down of new structures
- the settlement or movement of made up ground

- c) coastal or river erosion
- d) defective design or workmanship or use of defective materials
- e) demolition, construction, structural alterations or repair of any property or groundworks or excavations.

XI Bursting and/or overflowing of Water Tanks, Apparatus and Pipes

X Missile testing operations

XI Leakage from Automatic Sprinkler Installations: Excluding loss, destruction or damage caused by

- a) Repairs or alterations to the buildings or premises
- b) Repairs, Removal or Extension of the Sprinkler Installation
- c) Defects in construction known to the Insured.

XII Bush Fire: Excluding loss, destruction or damage caused by Forest Fire.

PROVIDED that the liability of the Company shall in no case exceed in respect of each item the sum expressed in the said Schedule to be insured thereon or in the whole the total Sum Insured hereby or such other sum or sums as may be substituted therefor by memorandum hereon or attached hereto signed by or on behalf of the Company.

SUM INSURED:

It is the requirement of this Insurance that the Sum Insured shall be equal to the market value. Insured may also opt for reinstatement value Sum Insured basis for Building and Plant and Machinery.

BASIS OF INDEMNITY:

The indemnity in respect of Building and Contents, other than stock and stock-in-trade, shall be on the basis of reinstatement value or Market Value, as opted by the Insured. In respect of stock and stock-in-trade, it shall be on Market Value.

In the event of Property insured being damaged by any of the specified perils, the Company shall pay for the amount of damage or loss or at its option replace or repair the damaged property.

If at the time of loss, the Property hereby insured is found to be collectively of greater value than the Sum Insured thereon, then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable proportion of the loss as the sum insured bears to the greater value. Every item, if more than one, of the Policy shall be separately subject to this Condition.

CONDITIONS:

1. All insurances under this Policy shall cease on expiry of seven days from the date of fall or displacement of any building or part thereof or of the whole or any part of any range of buildings or of any structure of which such building forms part.

PROVIDED such a fall or displacement is not caused by insured perils, loss or damage which is covered by this Policy or would be covered if such building, range of buildings or structure were insured under this Policy.

Notwithstanding the above, the Company subject to an express notice being given as soon as possible but not later than seven days of any such fall or displacement may agree to continue the insurance subject to revised rates, terms and conditions, exclusions as may be decided by it and confirmed in writing to this effect.

2. Under any of the following circumstances the insurance ceases to attach as regards the Property affected unless the Insured, before the occurrence of any loss or damage, obtains the sanction of the Company signified by endorsement upon the Policy by or on behalf of the Company :-
 - a) If the trade or manufacture carried on be altered, or if the nature of the occupation of or other circumstances affecting the building insured or containing the insured Property be changed in such a way as to increase the risk of loss or damage by Insured Perils.
 - b) If the building insured or containing the insured Property becomes unoccupied and so remains for a period of more than 30 days (Not applicable for Dwellings).
 - c) If the interest in the Property passes from the Insured otherwise than by will or operation of law.

3. This insurance does not cover any loss or damage to property which, at the time of the happening of such loss or damage, is insured by or would, but for the existence of this Policy, be insured by any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected.

4. On the happening of loss or damage to any of the Property insured by this Policy, the Company may
 - a) enter and take and keep possession of the building or premises where the loss or damage has happened.
 - b) take possession of or require to be delivered to it any property of the Insured in the building or on the premises at the time of the loss or damage.
 - c) keep possession of any such property and examine, sort, arrange, remove or otherwise deal with the same.
 - d) sell any such property or dispose of the same for account of whom it may Concern.

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

If the Insured or any person on his behalf shall not comply with the requirements of the Company or shall hinder or obstruct the Company, in the exercise of its powers hereunder, all benefits under this Policy shall be forfeited.

The Insured shall not in any case be entitled to abandon any property to the Company whether taken possession of by the Company or not.

5. If the Company at its option, reinstate or replace the Property damaged or destroyed, or any part thereof, instead of paying the amount of the loss or damage, or join with any other Company or Insurer(s) in so doing, the Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner, and in no case shall the Company be bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the time of the occurrence of such loss or damage nor more than the Sum Insured by the Company thereon. If the Company so elect to reinstate or replace any property the Insured shall at his own expense furnish the Company with such plans, specifications, measurements, quantities and such other particulars as the Company may require, and no acts done, or caused to be done, by the Company with a view to reinstate or replace shall be deemed an election by the Company to reinstate or replace.

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

6. At all times during the Period of Insurance of this Policy the insurance cover will be maintained to the full extent of the respective Sum Insured in consideration of which upon the settlement of any loss under this Policy, pro-rata premium for the unexpired period from the date of such loss to the expiry of Period of Insurance for the amount of such loss shall be

payable by the Insured to the Company.

The additional premium referred above shall be deducted from the net claim amount payable under the Policy. This continuous cover to the full extent will be available notwithstanding any previous loss for which the company may have paid hereunder and irrespective of the fact whether the additional premium as mentioned above has been actually paid or not following such loss. The intention of this condition is to ensure continuity of the cover to the insured subject only to the right of the company for deduction from the Claim amount, when settled, of pro-rata premium to be calculated from the date of loss till expiry of the Policy.

Notwithstanding what is stated above, the Sum Insured shall stand reduced by the amount of loss in case the Insured immediately on occurrence of the loss exercises his option not to reinstate the Sum Insured as above.

EXCLUSIONS:

1. Loss, destruction or damage to bullion or unset precious stones, any curios or works of art for an amount exceeding Rs.10000/-, goods held in trust or on commission, manuscripts, plans, drawings, securities, obligations or documents of any kind, stamps, coins or paper money, cheques, books of accounts or other business books, computer systems records, explosives unless otherwise expressly stated in the Policy.
2. Loss, destruction or damage to the stocks in Cold Storage premises caused by change of temperature.
3. Loss, destruction or damage to any electrical machine, apparatus, fixture, or fitting arising from or occasioned by over-running, excessive pressure, short circuiting, arcing, self heating or leakage of electricity from whatever cause (lightning included) provided that this exclusion shall apply only to the particular electrical machine, apparatus, fixture or fitting so affected and not to other machines, apparatus, fixtures or fittings which may be destroyed or damaged by fire so set up.
4. Expenses necessarily incurred on (i) Architects, Surveyors and Consulting Engineer's Fees and (ii) Debris Removal by the Insured following a loss, destruction or damage to the Property insured by an insured peril in excess of 3% and 1% of the claim amount respectively.
5. Loss or damage by spoilage resulting from the retardation or interruption or cessation of any process or operation caused by operation of any of the perils covered.
6. Loss by theft during or after the occurrence of any insured peril except as provided under Riot, Strike, Malicious and Terrorism Damage cover.
7. Any Loss or damage occasioned by or through or in consequence directly or indirectly due to Earthquake, Volcanic eruption or other convulsions of nature.
8. Loss or damage to Property insured if removed to any building or place other than in which it is herein stated to be insured, except machinery and equipment temporarily removed for repairs, cleaning, renovation or other similar purposes for a period not exceeding 60 days.

SECTION XIII - LEGAL LIABILITY

COVERAGE

This section will indemnify the Insured against their legal liability (other than under the Public Liability Insurance Act, 1991 or any other statute based on the doctrine of "No Fault Liability") to pay compensation including claimant's costs, fees and expenses anywhere in India, in accordance with Indian Law.

1. INDEMNITY :

The Indemnity only applies to claims arising out of Accidents occurring in the Insured Premises during the Period of Insurance first made in writing against the Insured during the Policy Period and the Insured is indemnified for Injury and / or Damage but only against claims arising out of or in connection with the business specified in the Schedule and not against claims arising out of or in connection with:-

- (a) Pollution howsoever caused unless specifically covered
- (b) Any Product.

For the purpose of determining the indemnity granted

- (a) "**Injury**" means death, bodily injury, illness or disease of or to any person.
- (b) "**Damage**" means actual and/or physical damage to tangible property;
- (c) "**Pollution**" means pollution or contamination of the atmosphere or of any water land or other tangible property;
- (d) "**Product**" means any tangible property after it has left the custody or control of the Insured, which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by or on behalf of the Insured but shall not mean food and beverages supplied by or on behalf of the Insured primarily to the Insured's employees as a staff benefit.
- (e) "**Policy Period**" means the period commencing from effective date and hour as shown in the policy schedule and terminating at midnight on the expiry date as shown in the policy schedule.
- (f) "**Period of Insurance**" means the period commencing from the retroactive date and terminating on the expiry date as shown in the Policy Schedule.
- (g) "**Accident**" means a fortuitous event or circumstance, which is sudden, unexpected and unintentional including resultant continuous, intermittent or repeated exposure arising out of the same fortuitous event or circumstance.
- (h) "**Premises**" shall be deemed to include pipelines running, outside the premises for discharge of treated effluents at a disposal point situated within a distance of one kilometer from the Premises.
- (i) "**Retroactive Date**" is the date as shown in the schedule against the same item.

2 (a) NOTIFICATION EXTENSION CLAUSE:

Should the Insured notify the Company during the Policy Period in accordance with General Condition 9.1 of any specific event or circumstance which the Company accepts may give rise to a claim or claims which form the subject of indemnity by this Policy, then the acceptance of such notification means that the Company will deal with such claim or claims as if they had first been made against the Insured during the Policy Period. The extension under this clause will be subject to the maximum time limit laid down under the Indian Limitation Act in force from time to time.

(b) EXTENDED CLAIM REPORTING CLAUSE

In the event of non-renewal or cancellation of this Policy, either by the Company or by the Insured, the Company will allow a time limit not exceeding 90 days from the date of expiry or cancellation of the Policy provided no insurance is in force during this extended reporting period for the same interest, for notification of claims for accidents which had taken place during the Period of Insurance but could not be made during the Policy Period, provided, however, all claims made during the extended reporting period shall be handled as if they were made on the last day of the expiring Policy Period and are subject to the limits of indemnity and the terms, conditions and exceptions of the Policy.

3. INDEMNITY TO OTHERS:

The indemnity granted extends to:

- 3.1 Officials of the Insured in their business capacity arising out of the performance of their business or in their private capacity arising out of their temporary engagement of the Insured's employees;
- 3.2 The officers, committees and members of the Insured's canteen, social, sports, medical, fire fighting and welfare organizations in their respective capacities as such;
- 3.3 The personal representatives of the estate of any person who would otherwise be indemnified by this Policy but only in respect of liability incurred by such person.
- Provided always that all such persons or parties shall observe, fulfill and be subject to the terms, conditions and exclusions of this Policy as though they were the Insured.

4. CROSS LIABILITIES:

Each person or party indemnified is separately indemnified in respect of claims made against any of them by any other person or party (other than the named Insured) subject to Company's total liability not exceeding the limits of indemnity stated in the Schedule of the Policy.

5. DEFENCE COSTS:

The Company will pay all costs, fees and expenses incurred with their prior consent in the investigation, defence or settlement of any claim made against the Insured and the costs of representation at any inquest, inquiry or other proceedings in respect of matters which have a direct relevance to any claim made or which might be made against the Insured, provided such claim or claims are the subject of indemnity by the Policy. Such costs, fees and expenses are called 'Defence Costs'.

6. INDEMNITY LIMITS:

Company's total liability to pay compensation, Claimant's costs, fees and expenses and defence costs shall not exceed the Indemnity limit stated in the schedule. Indemnity limit applies to any one claim or series of claims arising from one originating cause. Indemnity limit shall represent the total amount of company's liability during the Policy Period.

7. CLAIMS SERIES CLAUSE

For the purpose of this Policy where a series of and/or several bodily injuries and/or property damages are attributable directly or indirectly to the same cause all such bodily injuries and/or property damages shall be added together and all such bodily injuries and/or property damages shall be treated as one claim and such claim shall be deemed to have been made at the point in time when the first of the claims was made in writing. There shall, however, be no coverage for claims made arising from one specific cause, which are made later than 3 years after the first claim of the series.

8. EXCESS

The Insured shall bear as excess the amount or percentage of the Limit of Indemnity per any one accident so stipulated in the Schedule attached to the Policy. This excess shall be applicable to both (a) death/ bodily injury and (b) property damage, inclusive of defence costs arising out of any one accident. The company's liability shall attach for the claim in excess of such Excess.

EXCLUSIONS

This Policy does not cover liability

- 1) assumed by the Insured by agreement and which would not have attached in the absence of such agreement.
- 2) arising out of earthquake, earth-tremor, volcanic eruption, flood, storm, tempest, typhoon, hurricane, tornado, cyclone or other similar convulsions of nature and atmospheric disturbance.
- 3) arising out of deliberate, willful or intentional non-compliance of any statutory provision.
- 4) arising out of loss of pure financial nature such as loss of goodwill, loss of market, etc.
- 5) (a) arising out of all personal injuries such as libel, slander, false arrest, wrongful eviction, wrongful detention, defamation, etc. and mental injury, anguish, or shock resulting there from;
(b) infringement of plans, copy-right, patent, trade name, trademark, registered design;
- 6) arising out of fines, penalties, punitive or exemplary damages or any other damages resulting from the multiplication of compensatory damages.
- 7) directly or indirectly occasioned by, happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, terrorism or military or usurped power.
- 8) directly or indirectly caused by or contributed to by
(a) ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
(b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
- 9) This Policy does not cover liability for claims arising out of;
the ownership possession or use by or on behalf of the Insured of any motor vehicle or trailer for which compulsory insurance is required by legislation other than the following;
(a) claims caused by the use of any tool or plant forming part of or attached to or used in connection with any motor vehicle or trailer;
(b) claims arising beyond the limits of any carriageway or thoroughfare caused by the loading or unloading of any motor vehicle or trailer;
(c) claims for damage to any bridge, weighbridge, road or anything beneath caused by the weight of any motor vehicle or trailer or of the load carried therein;
(d) claims arising out of any motor vehicle or trailer temporarily in the Insured's custody or control for the purpose of parking.
10. transportation of materials and / or hazardous / dangerous substances outside Insured's premises unless specifically covered.
11. the ownership possession or use by or on behalf of the Insured of any aircraft, watercraft or hovercraft.
12. damage to property owned leased or hired or under hire-purchase or on loan to the Insured or otherwise in the Insured's care custody or control other than the
(a) Premises (or the contents thereof) temporarily occupied by the Insured for work thereon or other property temporarily in the Insured's possession for work thereon (but no indemnity is granted for damage to that part of the property on which the Insured is working and which arises out of such work).
(b) employees and visitors clothing and personal effects.
(c) Premises tenanted by the Insured to the extent that the Insured would be held legally liable in the absence of any specific agreement.
13. Injury and/ or Damage occurring prior to the Retroactive Date in the Schedule.
Provided always that in the event of any Injury or Damage arising from continuous or continual inhalation, ingestion or application of any substance following the covered accident and where the Insured and Company cannot agree when the Injury or Damage occurred, then
(a) Injury shall be deemed to have occurred when the claimant first consulted a qualified medical practitioner in respect of such Injury;
(b) Damage shall be deemed to have occurred when it first became evident to the claimant even if the cause was unknown.
14. the deliberate, conscious or intentional disregard of the Insured's technical or administrative management of the need to take all reasonable steps to prevent claims.
15. Injury to any person under the contract of employment or apprenticeship with the Insured their contractor(s) and/or Sub-Contractor(s) when such Injury arises out of the execution of such contract.
16. liability more specifically Insured elsewhere.
17. arising out of Accidents occurring outside India.

CONDITIONS :

1. The Insured shall give written notice to the Company as soon as reasonably practicable of any claim made against the Insured (or any specific event or circumstance that may give rise to a claim being made against the Insured) and which forms the subject of indemnity under this Policy and shall give all such additional information as the company may require. Every claim, writ, summons or process and all documents relating to such event shall be forwarded to the Company immediately they are received by the Insured.
2. No admission, offer, promise or payment shall be made or given by or on behalf of the Insured without the written consent of the Company.
3. The Company will have the right, but in no case the obligation, to take over and conduct in the name of the Insured the defence of any claim and will have full discretion in the conduct of any proceedings and in the settlement of any claim and having taken over the defence of any claim may relinquish the same. All amounts expended by the company in the defence settlement or payment of any claim will reduce the limits of indemnity specified in the Schedule of the Policy.

In the event the Company, in its sole discretion, chooses to exercise its right pursuant to this condition, no action taken by the Company in the exercise of such right will serve to modify or expand in any manner, the company's liability or obligations under this Policy beyond what the company's liability or obligations would have been had it not exercised its rights under this condition.
4. The Insured shall give all such information and assistance as the Company may reasonably require.
5. The Insured shall give notice as soon as reasonably practicable of any fact, event or circumstance which materially changes the information supplied to the Company at the time when this Policy was effective, and the company may amend the terms and conditions of this Policy according to the materiality of such change.
6. The Company may at any time pay to the Insured in connection with any claim or series of claims under this Policy to which an Indemnity limit applies the amount of such limit (after deduction of any sums already paid) or any lesser amount for which such claims can be settled and upon such payment being made the Company shall relinquish the conduct and control of and be under no further liability in connection with such claims.
7. The Insured shall keep accurate records of annual turnover which term shall include all leviable duties and at the time of renewal of Insurances declare such details as the Company may require. The Company shall at all reasonable time have free access to inspect such records.
8. If at the time of happening of any event resulting into a liability under this Policy, there be any other public liability insurance or insurances effected by the Insured or by any other person 8.covering the same liability, then the Company shall not be liable to pay or contribute more than its rateable proportion of such liability. This Policy does not cover liability which at the time of happening of any event resulting into such liability, be Insured by or would, but for the existence of this Policy, be Insured by, any other Policy (but not a Public Liability Policy) or Policies, except in respect of any excess beyond the amount which could have been payable under such Policy / Polices, had this Insurance not been effected.
9. The event of liability arising under the Policy or the payment of claim under the Policy, the Limit of Indemnity per any one-year under the Policy shall get reduced by the extent of quantum of liability to be paid or actual payment of such claim. Under no circumstances, it shall be permissible to reinstate the limit of indemnity to the original level, even on payment of extra premium.
10. It is also hereby further expressly agreed and declared that if the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within 12 calendar months from the date of such disclaimer have been made the subject matter of a suit in a court of law then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
11. The Company shall not be liable to make any payment under this Policy in respect of any claim if such claim shall be in any manner fraudulent or supported by any statement or device whether by Insured or by any person on behalf of the Insured and/ or if the insurance has been continued in consequence of any material misstatement or the non-disclosure of any material information by or on behalf of the Insured.
12. Any dispute concerning the interpretation of the terms, conditions limitations and/ or exclusions contained herein is understood and agreed to by both the Insured and the Company to be subject to Indian law. Each party agrees to submit to the jurisdiction of any court of competent jurisdiction within India and to comply with all requirements necessary to give such court the jurisdiction. All matters arising hereunder shall be determined in accordance with the laws of India.

GENERAL CONDITIONS (Applicable to All Sections, unless specifically enumerated in the relevant sections):

1. Notices and Alterations to the Policy:

Every notice and communication to the Company required by this Policy shall be in writing and be addressed to the nearest office of the Company and the acknowledgement of service shall be obtained from the Company. No receipt for renewal premium is valid except on the official form issued by the Company and no endorsement on this Policy or alteration in the terms thereof is valid unless countersigned by an authorized official of the Company or by an agent acting under Power of Attorney from the Company.

2. Duty of Disclosure:

This Policy shall be void and all premiums paid hereon shall be forfeited to the Company in the event of misrepresentation, misdescription or non-disclosure of any material fact in the proposal form, personal statement, declaration and connected documents, or any material information having been withheld.

3. This Policy and the attached Schedule(s) shall be read together as one contract and words and expressions to which specific meanings have been attached in any part of this Policy or of the attached Schedule(s) shall bear the same meaning wherever they may appear.

4. Duties following an Accident -

In the event of any occurrence which might give rise to a claim under this Policy the Insured shall

- a) immediately notify the Company by telephone as well as in writing, giving an indication as to the nature and extent of loss or damage;
- b) take all reasonable steps within his power to minimize the extent of the loss or damage;
- c) preserve the damaged or defective parts and make them available for inspection by an official or surveyor of the Company.
- d) furnish all such information and documentary evidence as the Company may require.

The Company shall not be liable for any loss or damage of which no notice and completed claim form have been received by the Company within Fourteen days of its occurrence.

The liability of the Company under this Policy in respect of any damage, for which indemnity is provided, shall cease if the said damaged property and or premises is kept in operation without being repaired or rectified to the satisfaction of the Company.

5. Obligations of the Insured

- a) The Insured shall take all reasonable steps to maintain the insured property in efficient working order and to ensure that no item is habitually or intentionally over loaded. The Insured shall fully observe the manufacturer's instructions for operating, inspection and overhaul, as well as government, statutory municipal and all other binding regulations in force concerning the operation and maintenance of the insured plant and machinery;
- b) The Company's Officials shall at all reasonable times have the right to inspect and examine any property insured hereunder and the Insured shall provide the Officials of the Company with all details and information necessary for the assessment of the risk. The Company shall provide the Insured with a copy of the inspecting Official's report; which shall however be treated as strictly confidential both by the Insured and the Company.
- c) In the event of any -
 - i) Material change in the original risk;
 - ii) Alteration, modification or addition to insured item

iii) Departure from prescribed operating conditions, whereby the risk or loss or damage increases

iv) Changes in the Insured's Interest (such as discontinuation or liquidation of the business or being placed in receivership) taking place, the Policy shall be void unless its continuance be agreed by endorsement signed by the Company.

6. Position after a Claim

- a) The Insured shall not be entitled to abandon any property whether taken possession of by the Company or not.
- b) As from the day of loss the Sum Insured for the remainder of the Period of Insurance is reduced by the amount of the compensation. To prevent under insurance during the remainder of the current Period of Insurance the amount insured must be reinstated. The premium will be calculated pro-rata from the day repaired item is again put to work. For subsequent Period of Insurance the original indemnity and premium are again in force unless circumstances justify an alteration.

7. Transfer of Interest

The insurance granted by this Policy shall cease to attach to any items described in the Schedule the interest in which shall pass from the Insured otherwise than by will or operation of law. Unless the consent of the Company for the continuance of the Insurance shall be obtained and signified by endorsement hereon.

8. Recourse

The Insured shall at the expense of the Company do and concur in doing and permit to be done all such acts and things as may be necessary or required by the Company in enforcing any right or remedies of obtaining relief or indemnity from parties (other than those insured under this Policy) to which the Company shall be or would become entitled or subrogated upon their paying for or making goods of any loss damage under this Policy, whether such acts and things shall be or become necessary or required before or after the Insured's indemnification by the Company.

9. Termination of Insurance:

Under any of the following circumstances the Insurance ceases to attach as regards the property affected unless the Insured, before the occurrence of any loss or damage, obtains the sanction of the Company signified by endorsement upon the Policy by or on behalf of the Company :-

- a) If the nature of the occupation of or other circumstances affecting the Property insured or containing the Insured Property be changed in such a way as to increase the risk of loss or damage by Insured Perils.
- b) If the interest in the property passes from the Insured otherwise than by will or operation of law.

10. Reasonable Care:

The Insured shall take all ordinary and reasonable precautions for the safety of the Property insured against accident, loss or damage.

- a. The Insured shall take all reasonable steps to safeguard the contents and the insured premises against any insured event.
- b. Insured shall take all reasonable steps to prevent a claim from arising under this policy.
- c. Insured shall ensure that any security system or aid is maintained in accordance with any maintenance Schedule or recommendations of the manufacturers or if none then as may be required, and kept in good and effective working condition.
- d. When the Insured Premises are left unattended the Insured shall ensure that all means of entry to or exit from the insured premises have been properly deployed.

11. Mid Term Increase in Sum Insured:

In the event of an increase in the Sum Insured being agreed to, the Company shall charge on such increased sum an additional provisional premium on a basis proportionate to the unexpired period of the Policy.

12. Mid Term Reduction in Sum Insured:

In the event of a decrease in the Sum Insured being agreed to, the Company shall refund premium on such reduction in Sum Insured. The premium refunded will be Premium collected less premium chargeable for the expired period on Short period scale. Expired period herein is period from policy inception date till date of decrease in Sum Insured endorsement. However, no reduction in Sum Insured shall be allowed for Declaration policies during the currency of the policy.

The Short Period scale is as below:

Sl. No	Period	Rate
1	For a period not exceeding	15 days
2	-----do-----	1 Month
3	-----do-----	2 Month
4	-----do-----	3 Month
5	-----do-----	4 Month
6	-----do-----	5 Month
7	-----do-----	6 Month
8	-----do-----	7 Month
9	-----do-----	8 Month
10	-----do-----	9 Month
11	For a period exceeding	9 Month
		Annual Rate

13. Average:

The Insurance under this Policy (except sections XIII, XV) is subject to the following condition of Average.

If the Property insured under this Policy shall at time of loss be collectively of greater value than the Sum Insured thereon, then Insured will be considered as being his own Insurer for the difference and shall bear a rateable proportion of loss accordingly. Every item more than one in the Policy, shall be separately subject to this condition.

14. Contribution:

If at the time of happening of any loss or damage covered by this Policy there shall be existing any other Insurance of any nature whatsoever covering the same, whether effected by the Insured or not, then the Company shall not be liable to pay or contribute more than its rateable proportion of any loss or damage.

15. Subrogation:

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

required before or after the Insured's indemnification by the Company.

16. Fraudulent Claims

If a claim is in any respect fraudulent, or if any false declaration is made or used in support thereof, or if any fraudulent means or devices are used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy, or if a claim is made and rejected and no action or suit is commenced within three months after such rejection or, in case of arbitration taking place as provided therein, within three months after the Arbitrator or Arbitrators or Umpire have made their award, all benefit under this Policy shall be forfeited.

17. Cancellation:

The Company may at any time, cancel this Policy or a Section therein in the event of misrepresentation, mis-description or non-disclosure of any material fact in the proposal form, personal statement, declaration and connected documents, or any material information having been withheld, by giving 15 days' notice in writing by Regd. A/D. to the Insured at his last known address, in which case, the Company shall return to the Insured a proportion of the last premium corresponding to the unexpired Period of Insurance.

The Insured may also give 15 days' notice in writing, to the Company, for the cancellation of this Policy or a section herein, in which case, Company shall retain premium for the period this Policy has been in force at the Company's short period scales, provided no claim has occurred up to the date of cancellation of this Policy.

Notwithstanding the above, if the policy or a section is cancelled by the Insured after a loss has occurred, the premium to be retained by the Company shall be the pro-rata proportion of the premium calculated on the average amount insured up to the date of cancellation plus the pro-rata proportion of the premium from the date of loss to the expiry of the Period of Insurance on the amount of loss paid.

18. Arbitration:

If any dispute or difference shall arise as to the quantum to be paid under this Policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties thereto or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

It is clearly agreed and understood that no dispute or difference shall be referable to arbitration as herein before provided, if the Company has disputed or not accepted liability under or in respect of this Policy.

It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator/ arbitrators of the amount of the loss or damage shall be first obtained.

It is also hereby expressly agreed and declared that if the Company shall disclaim liability to the Insured for any claim herein under, and such claim shall not within 12 calendar months from the date of such disclaimer have been made the subject matter of a suit in a Court of Law, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

19. Claims Procedure:

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

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

No claim under this Policy shall be payable unless the terms of this condition have been complied with to the satisfaction of the Company.

2. In no case whatsoever shall the Company be liable for any loss or damage after the expiration of 12 months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration; it being expressly agreed and declared that if the Company shall disclaim liability for any claim hereunder and such claim shall not within 12 calendar months from the date of the disclaimer have been made the subject matter of a suit in a court of law then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

20. Prosecution:

The Insured upon becoming aware of any loss or damage in respect of which a claim is or may be made shall take all practicable steps to discover the person by whom the property was stolen or the premises damaged and to prosecute and obtain the conviction of such person for the offence and to trace and recover any property stolen.

21. Statutory Compliance:

The Insured shall comply with all statutory and other regulations.

The Insured shall observe all manufacturers' instructions concerning:

- a) The inspection of machinery, plant, equipment and apparatus,
- b) The safety of persons or property.

22. Renewal Notice:

The Company shall neither be bound to issue any renewal notice nor to accept renewal premium thereunder. Unless renewed as herein provided, this Policy shall terminate at the expiration of the period for which the premium has been paid.

23. Geographical Scope:

The geographical scope of this Policy will be India unless the Policy has been specifically extended for worldwide coverage in which case the claims shall be settled in India in Indian rupees. The laws of India shall govern the provisions of this Policy for the time being in force. The parties hereto unconditionally submit to the jurisdiction of the courts in India.

24. Observance of Terms and Conditions:

The due observance and fulfilment of the terms, provisions and conditions of an endorsement on this Policy by the Insured insofar as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers in the said Proposal and declaration shall be conditions precedent to any liability of the Company to make any payment under this Policy. If there shall be any mis-statement in or omissions of a material fact from the information supplied by the Insured whether by the said Proposal and declaration or otherwise, this Policy shall be null and void and any premium paid thereon shall be forfeited. No transfer in the interest in this Policy and no waiver of alterations to or change in the terms of this Policy shall be valid unless made in writing and signed by the Company.

25. **Jurisdiction:**

This Policy shall be governed by the laws of India and is subject to the exclusive jurisdiction of the courts of India.

26. **Loss Minimisation Expenses:**

Subject otherwise to the terms, limits, exclusions, provisions and conditions contained in the Policy and in consideration of the payment by the Insured to the Company of additional premium as stated in the Schedule, the insurance hereby extends to indemnify the Insured, expenses for loss minimisation necessarily incurred by the Insured to prevent any aggravation of an Insured Loss following a loss or damage at any Insured's Premises specified in the Schedule.

27. **Claim Settlement:**

The company will settle the claim under this Policy within 30 days from the date of receipt of necessary documents required for assessing the claim. In the event that the Company decides to reject a claim made under this Policy, the Company shall do so within a period of thirty days of the final survey / investigation report in accordance with the provisions of Protection of Policyholders' Interest Regulations 2002.

28. **Onus of Proof:**

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

29. The Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or the Schedule shall bear such specific meaning wherever it may appear. The terms, conditions and exclusions of this Policy (and any phrase or word contained therein) shall be interpreted in accordance with Indian Law.

30. **Grievances:**

In case the Insured is aggrieved in any way, the Insured may contact Insurer at the specified address, during normal business hours. In case the Insured/Insured Person has not got his/her grievances redressed by the Company within 15 days, then he/she may approach the Insurance Ombudsman for the redressal of the same. A list containing the addressees of Offices of Ombudsman is attached to this Policy. Policy holder may also obtain copy of IRDA circular number 1385_GI-2002_ENG dated 26-04-2002, notification on Insurance Regulatory and Development Authority (Protection of policy holders' interests) Regulations, 2002.

GENERAL EXCLUSIONS (Applicable to All Sections):

This Policy does not cover –

1. The amount of the Excess specified in the Schedule ascertained after the application of all other terms and conditions of this Policy including any condition of average (under-insurance).
2. Damage caused by any process of cleaning, dyeing or bleaching, restoring, repairing or renovation or deterioration arising from wear and tear, moth, vermin, insects or mildew or any other gradually operating cause.
3. Any loss or damage arising through delay, detention or confiscation by Customs or other authorities.
4. Loss or damage which either in origin or extent or directly or indirectly proximately or remotely, occasioned by or contributed to by, arise out of or in connection with war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), mutiny, riot, civil commotion, insurrection, rebellion, revolution, conspiracy, military naval or usurped power, martial law seizure, capture, confiscation, arrests, restraints and detention by order of any Government or any other Authority or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege.

Any loss or damage happening during the existence of abnormal conditions (whether physical or otherwise), directly or indirectly, proximately or remotely, occasioned by or contributed to by or arising out of or in connection with any of the said occurrences shall be deemed to be loss or damage which is not covered by this insurance, except to the extent that the Insured shall prove that such loss or damage happened independently of the existence of such abnormal conditions.

5. i) Any loss, destruction or damage to any property whatsoever or any loss or expense whatsoever, resulting or arising therefrom or any consequential loss and any legal liability of whatsoever nature, directly or indirectly, caused by or contributed to by, or arising from ionising radiation or contamination by radioactivity from any source whatsoever.
ii) Any loss, destruction, damage or legal liability directly or indirectly caused by or contributed to by or arising from Nuclear Weapons Material.
6. Loss or damage caused by wear and tear or gradual deterioration and gradual developing flaws.
7. Loss, destruction or damage directly or indirectly caused to the property insured by
 - a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - b) the radioactive toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
8. Loss, destruction or damage caused to the Property insured by pollution or contamination excluding
 - a) pollution or contamination which itself results from a peril hereby insured against.
 - b) any peril hereby insured against which itself results from pollution or contamination
9. Loss damage or consequential loss directly or indirectly caused by, consisting of, or arising from:
 - a) any functioning or malfunctioning of the internet or similar facility, or of any intranet or private network or similar facility,
 - b) any corruption, destruction, distortion, erasure or other loss or damage to data, software, or and kind of programming or instruction set.
 - c) loss of use or functionality whether partial or entire of data, coding, program, software, any computer or computer system or other device dependent upon any microchip or embedded logic, and any ensuing liability or failure of the Insured to conduct business.
10. Consequential loss or legal liability of any kind except for coverage opted by the Insured and granted by the company under section II, XIII, XIV hereinabove.
11. Permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority.
12. Unexplained losses, shortages due to error or omissions, losses discovered when making an inventory or a periodic stock taking or loss resulting from the Insured's voluntarily parting with title or possession of any property or induced to do so by deception.
13. **Terrorism Damage Exclusion Warranty:**

This Policy excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this exclusion, an act of terrorism means an act or series of acts, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), or unlawful associations, recognized under Unlawful Activities (Prevention) Amendment Act, 2008 or any other related and applicable national or state legislation formulated to combat unlawful and terrorist activities in the nation for the time being in force, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear for such purposes.

This exclusion also includes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to the above.

This exclusion is not applicable to Section XVI i. e. Marine Inland transit.

Grievance Redressal Procedure

We assure the best customer service from our end to our valued Insured/Insured Person(s) and request you to adopt following procedure in case of any service related query or grievance. You may communicate your query or grievances by sending a letter to below mentioned address or to your nearest branch or email at below mentioned email ID or by calling at our below mentioned call center number.

Customer Care Cell
Liberty General Insurance Limited
10th Floor, Tower A, Peninsula Business Park, Lower Parel, Mumbai
E-mail : care@libertyinsurance.in
Toll Free No : 1800-266-5844

Please include your Policy number in all you communication with the Company. This will help us resolve the issue more efficiently.

If You are not satisfied with redressal of Your grievance, You may approach the nearest Insurance Ombudsman for resolution of Your grievance. The contact details of the Ombudsman offices are mentioned Below;

Office of the Ombudsman	Contact Details	Areas of Jurisdiction
AHMEDABAD	Insurance Ombudsman, Office of the Insurance Ombudsman, 2nd Floor, Ambica House, Nr. C.U. Shah College, Ashram Road, AHMEDABAD-380 014. Tel.:- 079-27546840 Fax : 079-27546142 Email ins.omb@rediffmail.com	Gujarat , UT of Dadra & Nagar Haveli, Daman and Diu
BHOPAL	Insurance Ombudsman, Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel, Near New Market, BHOPAL(M.P.)-462 023. Tel.:- 0755-2569201 Fax : 0755-2769203 Email bimalokpalbhopal@airtelmail.in	Madhya Pradesh & Chhattisgarh
BHUBANESHWAR	Insurance Ombudsman, Office of the Insurance Ombudsman, 62, Forest Park, BHUBANESHWAR-751 009. Tel.:- 0674-2596455 Fax : 0674-2596429 Email iobbsr@dataone.in	Orissa
CHANDIGARH	Insurance Ombudsman, Office of the Insurance Ombudsman, S.C.O. No.101-103, 2nd Floor, Batra Building, Sector 17-D, CHANDIGARH-160 017. Tel.:- 0172-2706468 Fax : 0172-2708274 Email ombchd@yahoo.co.in	Punjab , Haryana, Himachal Pradesh, Jammu & Kashmir , UT of Chandigarh
CHENNAI	Insurance Ombudsman, Office of the Insurance Ombudsman, Fathima Akhtar Court, 4th Floor, 453 (old 312), Anna Salai, Teynampet, CHENNAI-600 018. Tel.:- 044-24333668 /5284 Fax : 044-24333664 Email insombud@md4.vsnl.net.in	Tamil Nadu, UT-Pondicherry Town and Karaikal (which are part of UT of Pondicherry)
NEW DELHI	Insurance Ombudsman, Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Bldg., Asaf Ali Road, NEW DELHI-110 002. Tel.:- 011-23239633 Fax : 011-23230858 Email iobdelraj@rediffmail.com	Delhi & Rajasthan
GUWAHATI	Insurance Ombudsman, Office of the Insurance Ombudsman, 'Jeevan Nivesh', 5th Floor, Near Panbazar Overbridge, S.S. Road, GUWAHATI-781 001 (ASSAM). Tel.:- 0361-2132204/5 Fax : 0361-2732937. Email ombudsmanghy@rediffmail.com	Assam , Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
HYDERABAD	Insurance Ombudsman, Office of the Insurance Ombudsman, 6-2-46, 1st Floor, Moin Court, A.C. Guards, Lakdi-Ka-Pool, HYDERABAD-500 004. Tel : 040-65504123 Fax: 040-23376599, Email insombudhyd@gmail.com	Andhra Pradesh, Karnataka and UT of Yanam - a part of the UT of Pondicherry
ERNAKULAM	Insurance Ombudsman, Office of the Insurance Ombudsman, 2nd Floor, CC 27/2603, Pulinat Bldg., Opp. Cochin Shipyard, M.G. Road, ERNAKULAM-682 015. Tel : 0484-2358759 Fax : 0484-2359336. Email iokochi@asianetindia.com	Kerala , UT of (a) Lakshadweep , (b) Mahe - a part of UT of Pondicherry
KOLKATA	Insurance Ombudsman, Office of the Insurance Ombudsman, North British Bldg., 29, N.S. Road, 4th Floor, KOLKATA-700 001. Tel : 033-22134866 Fax : 033-22134868. Email iombkol@vsnl.net	West Bengal , Bihar , Jharkhand and UT of Andaman & Nicobar Islands , Sikkim
LUCKNOW	Insurance Ombudsman, Office of the Insurance Ombudsman, Jeevan Bhawan, Phase-2, 6th Floor, Nawal Kishore Road, Hazaratganj, LUCKNOW-226 001. Tel : 0522 -2231331 Fax : 0522-2231310 Email insombudsman@rediffmail.com	Uttar Pradesh and Uttaranchal
MUMBAI	Insurance Ombudsman, Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annex, S.V. Road, Santacruz(W), MUMBAI-400 054. Tel : 022-26106928 Fax : 022-26106052 Email ombudsmanmumbai@gmail.com	Maharashtra , Goa

The updated grievances redressal procedure shall be provided on the website of the Company and is subject to change in compliance with guidelines/regulations issued by Insurance Regulatory and Development Authority.

SECTION I - EARTHQUAKE (FIRE AND SHOCK)

Policy may be extended to cover the above subject to following endorsement wordings:

If option to delete STFI peril is exercised

"In consideration of the payment of additional premium, it is hereby agreed and declared that notwithstanding anything stated in the printed exclusions of this Policy to the contrary, this Insurance is extended to cover loss or damage (including loss or damage by fire) to any of the property Insured by this Policy occasioned by earthquake including Landslide / Rockslide resulting therefrom but excluding flood or overflow of the sea, lakes, reservoirs and rivers caused by Earthquake.

Provided always that all the conditions of this Policy shall apply (except in so far as they may be hereby expressly varied) and that any reference therein to loss or damage by fire shall be deemed to apply also to loss or damage directly caused by any of the perils which this insurance extends to include by virtue of this endorsement."

SECTION I - AGREED BANK CLAUSE

All policies in which a Bank/Financial Institution has interest shall be issued in the name of Bank/Financial Institution and owner or mortgagor and shall contain a suitable clause to protect their interest. A specimen copy of the Clause is given hereunder.

"It is hereby declared and agreed:-

- i That upon any monies becoming payable under this policy the same shall be paid by the Company to the Bank and such part of any monies so paid as may relate to the interests of other parties insured hereunder shall be received by the Bank as Agents for such other parties.
- ii That the receipts of the Bank shall be complete discharge of the Company therefor and shall be binding on all the parties insured hereunder.
N.B: The Bank shall mean the first named Financial Institution/ Bank named in the policy.
- iii That if and whenever any notice shall be required to be given or other communication shall be required to be made by the Company to the Insured or any of them in any manner arising under or in connection with this policy such notice or other communication shall be deemed to have been sufficiently given or made if given or made to the Bank.
- iv That any adjustment, settlement, compromise or reference to arbitration in connection with any dispute between the Company and the Insured or any of them arising under or in connection with this policy if made by the Bank shall be valid and binding on all parties insured hereunder but not so as to impair rights of the Bank to recover the full amount of any claim it may have on other parties insured hereunder.
- v That this insurance so far only as it relates to the interest of the Bank therein shall not cease to attach to any of the insured property by reason of operation of condition 3 of the Policy except where a breach of the condition has been committed by the Bank or its duly authorised agents or servants and this insurance shall not be invalidated by any act or omission on the part of any other party insured hereunder whereby the risk is increased or by anything being done to upon or any building hereby insured or any building in which the goods insured under the policy are stored without the knowledge of the Bank provided always that the Bank shall notify the Company of any change of ownership or alterations or increase of hazards not permitted by this insurance as soon as the same shall come to its knowledge and shall on demand pay to the Company necessary additional premium from the time when such increase of risks first took place.
- vi It is further agreed that whenever the Company shall pay the Bank any sum in respect of loss or damage under this policy and shall claim that as to the Mortgagor or owner no liability therefore existed, the Company shall become legally subrogated to all the rights of the Bank to the extent of such payments but not so as to impair the right of the Bank to recover the full amount of any claim it may have on such Mortgagor or Owner or any other party or parties insured hereunder or from any securities or funds available.

N.B: In cases where the name of any Central Government or State Government owned and / or sponsored Industrial Financing or Rehabilitation Financing Corporations and /or Unit Trust of India or General Insurance Corporation of India and/or its subsidiaries or LIC of India/ any Financial Institution is included in the title of the Policy as mortgagees, the above Agreed Bank Clause may be incorporated in the Policy substituting the name of such institution in place of the word 'Bank' in the said clause.

SECTION I - DESIGNATION OF PROPERTY CLAUSE:

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

SECTION I - LOCAL AUTHORITIES CLAUSE

Reinstatement Value Policy may be extended to cover additional cost of reinstatement solely by reason of the necessity to comply with the regulations of local authority by incorporating the following clause in the policy.

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

1. The amount recoverable under this extension shall not include:
 - a) the cost incurred in complying with any of the aforesaid Regulations or Bye-laws:
 - i in respect of destruction or damage occurring prior to the granting of this extension;
 - ii in respect of destruction or damage not insured by the policy;
 - iii under which notice has been served upon the insured prior to the happening of the destruction of damage;
 - iv in respect of undamaged property or undamaged portions of property other than foundations (unless foundations are specifically excluded from the insurance by this policy) of that portion of the property destroyed or damaged;
 - b) the additional cost that would have been required to make good the property damaged or destroyed to a condition equal to its condition when new had the necessity to comply with any of the aforesaid Regulations of Bye-laws not arisen,
 - c) the amount of any rate, tax, duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with any of the aforesaid Regulations or Bye-laws.
2. The work of reinstatement must be commenced and carried out with reasonable dispatch and in any case must be completed within twelve months after the destruction or damage or within such further time as the Insurers may (during the said twelve months) in writing allow and may be carried out wholly or partially upon another site (if the aforesaid Regulations or Bye-laws so necessitate) subject to the liability of the Insurer under this extension not being thereby increased.
3. If the liability of the insurer under (any item of) the policy apart from this extension shall be reduced by the application of any of the terms and conditions of the policy then the liability of the Insurers under this extension (in respect of any such item) shall be reduced in like proportion.
4. The total amount recoverable under any item of the policy shall not exceed the sum insured thereby.
5. All the conditions of the policy except in so far as they may be hereby expressly varied shall apply as if they had been incorporated herein."
6. No additional premium shall be charged for inclusion of this clause in this policy.

SECTION I - ARCHITECTS, SURVEYORS AND CONSULTING ENGINEER'S FEES (UP TO 3% OF THE CLAIM AMOUNT)

The following Clause shall be used:

"It is hereby declared and understood that the expenses incurred towards Architects, Surveyors and Consulting Engineers fees for plans, specification tenders, quantities and services in connection with the superintendence of the reinstatement for the Building, Machinery, Accessories and equipment insured under this Policy is covered upto 3% of the adjusted loss, but it is understood that this does not include any costs in connection with the preparation of the Insured's claim or estimate of loss in the event of damage by Insured Perils".

SECTION I - REMOVAL OF DEBRIS CLAUSE (UPTO 1% OF THE CLAIM AMOUNT)

The following Clause shall be used:

"It is hereby declared and agreed that the expenses incurred upto 1% of the claim amount is included in the sum insured on:

- (a) Removal of debris from the premises of the Insured;
- (b) dismantling or demolishing;
- (c) shoring up or propping."

Note : (b) & (c) above should be deleted when neither Building nor Machinery are covered.

SECTION I - COMPUTER LOSS GENERAL EXCLUSION

Notwithstanding any provision of this Agreement including any special exclusion or extension or other provision not included herein which would otherwise override a general exclusion, this Agreement does not cover:

- a loss or destruction of or damage to any property whatsoever (including a computer) or any loss or expense whatsoever resulting or arising there from;
- b any legal liability of whatsoever nature
- c any consequential loss directly or indirectly caused by or contributed to by or consisting of or arising from the incapacity or failure of any computer, correctly or at all,
 - i. to treat any date as the correct date or true calendar date, or correctly or appropriately to recognize manipulate interpret process store receive or to respond to any data or information, or to carry out any command or instruction, in regard to or in connection with any such date or
 - ii. to capture save retain or to process any information or code as a result of the operation of any command which has been programmed into any computer, being a command which causes the loss of data or the inability to capture save retain or correctly process such data in regard to or in connection with any such date or
 - iii. to capture save retain or to process any information or code due to programme errors, incorrect entry or the inadvertent cancellation or corruption of data and or programmes
 - iv. to capture save retain or to process any data as a result of the action of any computer virus or other corrupting, harmful or otherwise unauthorized code or instruction including any Trojan horse, time or logic bomb or worm or any other destructive code, media or programme or interference

A computer includes any computer, data processing equipment, microchip, integrated circuit or similar device in computer or non-computer equipment or any computer software, tools, operating system or any computer hardware or peripherals and the information or data electronically or otherwise stored in or any of the above, whether the property of the insured or not.

SECTION I - SPECIAL EXTENSION TO THE ABOVE GENERAL EXCLUSION

- A. Loss or destruction of or damage to the insured property by fire, explosion, lightning, earthquake or by the special perils referred to in B below or indemnified by the Glass, Employer's Liability, Stated Benefits, Group Personal Accident or Motor Section is not excluded by this General Exclusion.
- B. The special perils that are not excluded for the purpose of this special extension are damage caused by:
 - 1. Storm, wind, water, hail or snow excluding damage to property
 - a) arising from its undergoing any process necessarily involving the use or application of water
 - b) caused by tidal wave originating from earthquake or volcanic eruptions
 - c) in the underground working of any mine unless so described and
 - d) in the open (other than buildings structures and plant designed to exist or operate in the open) - unless so described and specifically insured as a separate item
 - e) any structure not completely roofed
 - f) being retaining walls
 - 2. Aircraft and other aerial devices or articles dropped there from
 - 3. Impact by animals, trees, aeriels, satellite dishes or vehicles excluding damage to such animals, trees, aeriels, satellite dishes or vehicles or property in or on such vehicles
- C. This Special Extension will not insure any loss destruction, damage or consequential loss if it would not have been insured in the absence of this Computer Loss General Exclusion and this Special Extension.
- D. This Special Extension shall not apply to any Public Liability Indemnity.

SECTION I - ELECTRONIC DATE RECOGNITION CLAUSE EDRC (B)

Section 1

This reinsurance does not cover any loss, damage, cost, and claim or expense whether preventive, remedial or otherwise, directly or indirectly arising out of or relating to:

- a. the calculation, comparison, differentiation, sequencing or processing of data involving the date change to the year 2000, or any other date change, including leap year calculations by any computer system, hardware, programme or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the insured or not; or
- b. any change, alteration or modification involving the date change to the year 2000 or any other date change, including leap year calculations, to any such computer system, hardware, programme or software or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the insured or not

This clause applies regardless of any other clause or event that contributes concurrently or in any sequence to the loss, damage, cost, claim or expense

However, this section shall not apply in respect of physical damage occurring at the insured's premises arising out of the perils of fire, lightning, explosion, aircraft or vehicle impact, falling objects, windstorm, hail, tornado, hurricane, cyclone, riot, strike, civil commotion, vandalism, malicious mischief, earthquake, volcano, tsunami, freeze or weight of snow.

Section 2

Notwithstanding Section 1 above, this reinsurance does not cover any costs and expenses, whether preventive, remedial or otherwise, arising out of or relating to change, alteration or modification of any computer system, hardware, programme or software or any microchip, integrated circuit or similar device in computer or non-computer equipment, whether the property of the insured or not.

Section 3

The date change to the year 2000, or any other date change, including leap year calculations, shall not in itself be regarded as an event for the purposes of this reinsurance.

SECTION I - TERRORISM DAMAGE COVER (MATERIAL DAMAGE AND LOSS OF PROFIT)

INSURING CLAUSE

Subject otherwise to the terms, exclusions, provisions and conditions contained in the Policy and in consideration of the payment by the Insured to the Company of additional premium as stated in the Schedule, it is hereby agreed and declared that notwithstanding anything stated in the 'Terrorism Risk Exclusion' of this Policy to the contrary, this Policy is extended to cover:-

- (i) Physical loss or physical damage occurring during the period of this Policy caused by an act of terrorism, subject to the exclusions, limits and excess hereinafter contained,

For the purpose of this cover, an act of terrorism means an act or series of acts, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), or unlawful associations, recognized under Unlawful Activities (Prevention) Amendment Act, 2008 or any other related and applicable national or state legislation formulated to combat unlawful and terrorist activities in the nation for the time being in force, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear for such purposes.

(ii) loss, damage, cost or expense directly caused by, resulting from or in connection with any action taken in suppressing, controlling, preventing or minimizing the consequences of an act of terrorism by the duly empowered government or Military Authority.

Provided that If the Insured is eligible for indemnity under any government compensation plan or other similar scheme in respect of the damage described above, this Policy shall be excess of any recovery due from such plan or scheme.

For the purpose of the aforesaid inclusion clause, "Military Authority" shall mean armed forces, para military forces, police or any other authority constituted by the government for maintaining law and order.

(iii) Loss resulting from necessary interruption of business caused by direct physical loss or damage in respect of which liability has been admitted by the Company under (i) and/or (ii) above. In the event of such direct physical loss or damage, this Policy shall be liable for the actual loss sustained by the insured resulting directly from such necessary interruption of business, but not exceeding the loss of gross profits, as defined in the Policy, less charges and expenses which are not necessary during the interruption of business, for such length of time as would be required, with the exercise of due diligence and dispatch, to repair, rebuild or replace such part of the property as has been destroyed or damaged, commencing with the date of such direct physical loss or damage and not limited by the expiration of this Policy.

Due consideration shall be given to the continuation of normal charges and expenses, including payroll expenses, to the extent necessary to resume operations of the Insured with the same operational capability as existed immediately before the loss.

LOSSES EXCLUDED

(A) For Materials Damage

This cover shall not indemnify loss of or damage to property caused by any or all of the following:-

1. loss by seizure or legal or illegal occupation;
2. loss or damage caused by:
 - (i) voluntary abandonment or vacation,
 - (ii) confiscation, commandeering, nationalisation, requisition, detention, embargo, quarantine, or any result of any order of public or government authority, which deprives the Insured of the use or value of its property;
3. loss or damage arising from acts of contraband or illegal transportation or illegal trade;
4. loss or damage directly or indirectly arising from or in consequence of the seepage and or discharge of pollutants or contaminants, which pollutants and contaminants shall include but not be limited to any solid, liquid, gaseous or thermal irritant, contaminant or toxic or hazardous substance or any substance the presence, existence or release of which endangers or threatens to endanger the health, safety or welfare of persons or the environment;
5. loss or damage arising directly or indirectly from or in consequence of chemical or biological emission, release, discharge, dispersal or escape or chemical or biological exposure of any kind;
6. loss or damage arising directly or indirectly from or in consequence of asbestos emission, release, discharge, dispersal or escape or asbestos exposure of any kind;
7. any fine, levy, duty, interest or penalty or cost or compensation/damages and/or other assessment which is incurred by the Insured or which is imposed by any court, government agency, public or civil authority or any other person;
8. loss or damage by electronic means including but not limited to computer hacking or the introduction of any form of computer virus or corrupting or unauthorised instructions or code or the use of any electromagnetic weapon.

This exclusion shall not operate to exclude losses(which would otherwise be covered under this Policy) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile;

9. loss or damage caused by vandals or other persons acting maliciously or by way of protest or strikes, labour unrest, riots or civil commotion;
10. loss or increased cost occasioned by any public or government or local or civil authority's enforcement of any ordinance or law regulating the reconstruction, repair or demolition of any property insured hereunder;
11. any consequential loss or damage, loss of use, delay or loss of markets, loss of income, depreciation, reduction in functionality, or increased cost of working;
12. loss or damage caused by factors including but not limited to cessation, fluctuation or variation in, or insufficiency of, water, gas or electricity supplies and telecommunications or any type of service;
13. loss or increased cost as a result of threat or hoax;
14. loss or damage caused by or arising out of burglary, house - breaking, looting, theft, larceny or any such attempt or any omission of any kind of any person (whether or not such act is committed in the course of a disturbance of public peace) in any action taken in respect of an act of terrorism;
15. loss or damage caused by mysterious disappearance or unexplained loss;
16. loss or damage directly or indirectly caused by mould, mildew, fungus, spores or other micro-organism of any type, nature or description, including but not limited to any substance whose presence poses an actual or potential threat to human health;
17. total or partial cessation of work or the retardation or interruption or cessation of any processor operations or omissions of any kind.

(B) For Loss of Profit

This cover shall not indemnify:-

1. increase in loss resulting from interference at the insured premises, by terrorists or other persons, with rebuilding, repairing or replacing the property or with the resumption or continuation of operation;
2. increase in loss caused by the suspension, lapse, or cancellation of any lease, licence, contract, or order, unless such results directly from the insured interruption of business, and then the Company shall be liable for only such loss as affects the Insured's earnings during, and limited to, the period of indemnity covered under this Policy;
3. increase in loss caused by the enforcement of any ordinance or law regulating the use, reconstruction, repair or demolition of any property insured hereunder;
4. the Insured's lack of sufficient capital for timely restoration or replacement of property lost destroyed or damaged;
5. loss resulting from:
 - (a) deliberate erasure, loss, distortion or corruption of information on computer systems or other records, programmes or software;
 - (b) other erasure, loss, distortion or corruption of information on computer systems or other records, programmes or software unless caused by damage to the machine or apparatus in which the records are mounted;
6. loss resulting from alterations, additions, improvements, rectification of defects or faults or elimination of any deficiencies carried out after the physical;
7. loss of market or any other consequential loss.
8. Loss as a result of physical or mental or bodily injury to any person.
9. loss arising from Contingent Business Interruption Extension of Business Interruption/Loss of Profit Section under this policy, comprising of Customers and Suppliers premises, Prevention of Access and Public Utilities.

LIMIT OF INDEMNITY

The limit of indemnity under this cover shall not exceed the Total Sum Insured for Material Damage and Loss of Profits given in the Policy Schedule or INR 20,000,000,000 whichever is lower. In respect of several insurance policies within the same compound/location with one or different insurers, the maximum aggregate loss payable per compound/location by anyone or

all insurers shall be INR 20,000,000,000 for Material Damage and Loss of Profits. If the actual aggregate loss suffered at one compound/location is more than INR 20,000,000,000 for Material damage and Loss of Profits, the amounts payable towards individual policies shall be reduced in proportion to the sum insured of the policies.

EXCESS

A. For material damage*

Shops & Residential Risks: 1% of the claim amount for each and every claim subject to Minimum of INR 10,000 and Maximum of INR 500,000

Non-Industrial Risks: 1% of the claim amount for each and every claim subject to Minimum of INR 25,000 and Maximum of INR 1,000,000

Industrial Risks: 5% of the claim amount for each and every claim subject to Minimum of INR 100,000 and Maximum of INR 25,000,000

*Whichever is applicable.

B. For Loss of Profit

In anyone occurrence of loss or damage, the Company shall not be liable for the amount obtained by multiplying seven (7) days standard turnover with rate of gross profit.

ADD ON COVERS

It is further declared and agreed that the limit of indemnity including the claim on add on cover(s) shall not exceed total sum insured plus separate sublimit opted for add on cover(s) or INR 20,000,000,000 whichever is lower. In respect of several insurance policies with in the same compound /location, the maximum aggregate loss payable per compound/location by any one or all insurers shall be INR 20,000,000,000.

MID TERM COVER

In case the coverage under this endorsement is granted during the currency of the policy, no claims will be payable for loss or damage to property caused by an act of terrorism occurring during the first 15 (fifteen) days from the date of granting such cover.

SANCTION, LIMITATION AND EXCLUSION CLAUSE

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

CANCELLATION CLAUSE

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

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

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

Sanction limitation and Exclusion Clause

It is hereby declared and agreed that, the policy will be subject to "Sanctions Limitation and exclusion Clause" as per the wordings below:

Company shall not be deemed to provide cover or be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Company directly or indirectly to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America, as applicable from time to time.

{AthCyberRisk}