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1. General

1.0.1. PREAMBLE

IN CONSIDERATION OF the Insured named in the Schedule hereto having paid to the Tata AIG General Insurance Company Ltd. (hereinafter called the Company) the full premium mentioned in the said Schedule, THE COMPANY AGREES, (subject to the Conditions and Exclusions contained herein or endorsed or otherwise expressed hereon) that if after payment of the premium by any of the Perils Specified hereinafter during the Period of Insurance stated in the said Schedule or in any subsequent period in respect of which the Insured shall have paid and the Company shall have accepted the premium required for the renewal of the Policy, the Company shall, subject to the terms conditions and exclusions stated hereinafter, pay to the Insured:

- a. the value of the property at the time of the happening of its destruction or at its option reinstate or replace such property or any part thereof or
- b. the amount of such damage or liability incurred or
- c. the amount of benefit payable

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 or limit insured hereby or such other sum or sums as may be substituted therefore by memorandum hereon or attached hereto signed by or on behalf of the Company.

NOTE: The term Policy when appearing within a Coverage Section / extension/ Rider wording shall be interpreted as referring to the specific insurance afforded by that Coverage Section/ extension/ Rider.

1.0.2. ALL COVERAGE SECTIONS

(The conditions governing the insurance afforded by a specific Coverage Section shall in respect of that Coverage Section include the conditions stated as being applicable to All Coverage Sections)

1.0.3. ALL COVERAGE SECTIONS: General Conditions

- a. This Policy shall be voidable in the event of mis-representation, mis-description or non-disclosure of any material particular.
- b. The Insured shall take all reasonable steps to safeguard the property and interests insured hereby against accident, loss or damage.
- c. This insurance may be terminated at any time at the request of the Insured, in which case the Company will retain the premium at customary short period rate for the time the Policy has been in force. This insurance may also at any time be terminated at the option of the Company, on 15 days notice to that effect being given to the Insured, in which case the Company shall be liable to repay on demand a ratable proportion of the premium for the unexpired term from the date of the cancellation.



- d. On the happening of any loss or damage the Insured shall forthwith give notice thereof to the Company and shall within 15 days after the loss or damage, or such further time as the Company may in writing allow in that behalf, deliver to the Company:
- e. 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.
- f. Particulars of all other insurances, if any
- g. The Insured shall also (where applicable) upon becoming aware of any loss or damage in respect of which a claim is or may be made immediately notify the Police Authorities and take all practicable steps to discover and prosecute the parties responsible for the loss damage or injury and to trace and recover any property stolen.
- h. 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.
- i. No claim under this Policy shall be payable unless the terms of this Condition have been complied with.
- j. In no case whatsoever shall the Company be liable for any loss or damage after the expiry 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.
- k. On the happening of loss or damage to any of the property insured by this Policy, the Company may
 - i. Enter and take and keep possession of the building or premises where the loss or damage has happened.
 - ii. 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.
 - iii. Keep possession of any such property and examine, sort, arrange, remove or otherwise deal with the same.
 - iv. Sell any such property or dispose of the same for account of whom it may concern.
- l. 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 his Policy in answer to any claim.
- m. 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.

- n. 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.
- o. If the claim be in any respect fraudulent, or if any false declaration be made or used in support thereof or if any fraudulent means or devices are used by the Insured or any one acting on his behalf to obtain any benefit under the Policy or if the loss or damage be occasioned by the willful act, or with the connivance of the Insured, all benefits under this Policy shall be forfeited.
- p. If the Company at its option, shall 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 elects 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 reinstatement or replacement shall be deemed an election by the Company to reinstate or replace.
- q. 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.
- r. The Insured shall at the expense of the Company do and concur in doing, and permit to be done, all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated, upon its paying for or making good any loss or damage under this Policy, whether such acts and things shall be or become necessary or required before or after his indemnification by the Company.
- s. No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company who shall be entitled if they so desire to take over and conduct in the name of the Insured the defence or settlements of any claim for indemnity or damage or otherwise and shall have full discretion in the conduct of any proceeding or in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require.
- t. The Company shall in no case be bound to accept notice of any transfer of interest arising hereunder and nothing herein contained shall give any right against the Company to any person other than the Insured except to a transferee approved by the Company.
- u. If any dispute or difference shall arise as to the quantum to be paid under this Policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.
- v. It is clearly agreed and understood that no difference or dispute 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.

- aa. 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.
- bb. Every notice and other communication to the Company required by these Conditions must be written or printed.

1.0.4. ALL COVERAGE SECTIONS General Exclusions

(The exclusions to the insurance afforded by a specific Coverage Section shall in respect of that Coverage Section include the exclusions stated as being applicable to All Coverage Sections)

This Policy does not cover:

- Loss, destruction or damage or cost or expense of whatsoever nature occasioned by or through or in consequence of or directly or indirectly caused by:
- war, invasion, act of foreign enemy hostilities or war like operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, rebellion, revolution, insurrection or military or usurped power.
 - Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - the radio active toxic, explosives or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
 - In any action suit or other proceeding where the Company alleges that by reason of the provisions of this Exclusion any loss, damage, cost or expense is not covered by this insurance, the burden of proving that such loss, damage, cost or expense is covered shall be upon the Insured.
 - (Not applicable to fire Coverage Section Fire and Special Peril and if included by Rider herein Coverage Section Electronics Equipment (Material Damage) of the Policy) 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, 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), committed for political, religious, ideological or similar purpose including the intention to influence any government and/or to put the public, or any section of the public in fear.
 - It is warranted that loss, damage, cost or expenses 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 action taken in respect of any act of terrorism is also excluded.
 - If the Company alleges that by reason of this Exclusion, any loss, damage, cost or expenses is not covered by this insurance the burden of proving the contrary shall be upon the Insured.
 - Loss, destruction, or damage caused to the insured property or interest by pollution or contamination.
 - Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.
 - 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.

- l. Loss or destruction of or damage to any property whatsoever (including a computer) or any loss or expense whatsoever resulting or arising therefrom;
- m. Any legal liability of whatsoever nature;
- n. 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
- o. To treat any date before, during or after the year 2000 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
- p. To capture save retain or correctly process any data 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.
- q. A computer includes any computer, data processing equipment, microchip, integrated circuit or similar device or any computer software tools operating system or any computer hardware or peripherals and the information or data stored in or on any of the above, whether the property of the Insured or not.
- r. 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.
 - d. This shall not exclude subsequent damage or consequential loss, not otherwise excluded, which itself results from a Defined Peril. Defined Peril shall mean Fire, Lightning, Earthquake, Explosion, Falling Aircraft, Flood, Smoke, Vehicle Impact, Windstorm or Tempest.
 - e. Such damage or consequential loss described in a, b, c above is excluded regardless of any other cause that contributed concurrently or in any other sequence.

2. Fire and Special Perils

2.0.1. Perils Specified

1. Fire Excluding destruction or damage caused to the property insured by
 - a. its own fermentation, natural heating or spontaneous combustion.
 - b. its undergoing any heating or drying process.
 - c. burning of property insured by order of any Public Authority.
2. Lightning
3. Explosion/Implosion Excluding loss, destruction 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.
4. Aircraft Damage Loss, destruction or damage caused by Aircraft, other aerial or space devices and articles dropped therefrom excluding those caused by pressure waves.
5. 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
 - a) total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind.
 - b) permanent or temporary dispossession resulting from confiscation, commandeering, requisition or destruction by order of the Government or any lawfully constituted Authority.
 - c) permanent or temporary dispossession of any building or plant or unit of 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.
 - d) 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.
 - e) If the Company alleges that the loss/damage is not caused by any malicious act, the burden of proving the contrary shall be upon the Insured.
 - f). Terrorism Damage Exclusion Warranty:
 - i. Notwithstanding any provision to the contrary within this insurance it is agreed that this insurance 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.
 - ii. For the purpose of this endorsement an act of terrorism means an act, 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 organization(s) or government(s), committed for political, religious, ideological or similar purpose including the intention to influence any government and/or to put the public, or any section of the public in fear.
 - iii. The warranty also excludes loss, damage, cost or expenses 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 action taken in respect of any act of terrorism.
 - iv. If the Company alleges that by reason of this exclusion, any loss, damage, cost or expenses is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

- v. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
- 6. Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and Inundation Loss, destruction or damage directly caused by Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood or Inundation.
- 7. 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
 - a. the Insured or any occupier of the premises or
 - b. their employees while acting in the course of their employment.
 - c. Subsidence and Landslide including Rock slide
- 8. Loss, destruction or damage directly caused by Subsidence of any part of the site on which the property stands or Land slide/Rock slide excluding:
 - a. the normal cracking, settlement or bedding down of new structures
 - b. 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 groundwork's or excavations.
- 9. Bursting and/or overflowing of Water Tanks, Apparatus and Pipes
- 10. Missile Testing operations
- 11. 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.
- 12. Bush Fire Excluding loss, destruction, or damage caused by Forest Fire.

2.0.2. Fire and Special Perils: General Conditions

- a. 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 up to 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.
- b. Expenses incurred up to 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 are deemed deleted when neither Building nor Machinery are covered.
- c. 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 by which is covered by this Policy or would be covered if such building, range of buildings or structure were insured under this Policy.

- d. 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 as may be decided by it and confirmed in writing to this effect.
- e. 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:
 - f. 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.
 - g. If the building insured or containing the insured property becomes unoccupied and so remains for a period of more than 30 days.
 - h. If the interest in the property passes from the Insured otherwise than by will or operation of law.
 - i. 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.
 - j. If at the time of any loss or damage happening to any property hereby insured there be any other subsisting insurance or insurances, whether effected by the Insured or by any other person or persons covering the same property, this Company shall not be liable to pay or contribute more than its ratable proportion of such loss or damage.
 - k. If the property hereby insured shall at the breaking out of any fire or at the commencement of any destruction of or damage to the property by any other peril hereby insured against be 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 ratable proportion of the loss accordingly. Every item, if more than one, of the Policy shall be separately subject to this Condition.
 - l. 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.
 - m. 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.
 - n. 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.

2.0.3. Fire and Special Perils: General Exclusions

(Subject always to the General Conditions and General Exclusions and conditions and exclusions of respective Coverage Sections)

This Policy does not cover (Not applicable to policies covering dwellings)

- a. The first 5% of each and every claim subject to a minimum of Rs.10, 000 in respect of each and every loss arising out of "Act of God perils" such as Lightning, STFI, Subsidence, Landslide and Rock slide covered under the Policy
- b. The first Rs.10,000 for each and every loss arising out of other perils in respect of which the Insured is indemnified by this Policy. The Excess shall apply per event per Insured.
- c. Loss, destruction, or damage to the stocks in cold storage caused by change of temperature.
- d. Loss, destruction or damage to bullion or unset precious stones, any curios or works of art for an amount exceeding Rs.10, 000/-, 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 system records, explosives unless otherwise expressly stated in the policy.
- e. 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.
- f. 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.
- g. Loss by theft during or after the occurrence of any insured peril except as provided under Riot, Strike and Malicious Damage cover.
- h. Any loss or damage occasioned by or through or in consequence directly or indirectly due to earthquake, volcanic eruption or other convulsions of nature.
- i. 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.
- j. Loss, destruction or damage caused to the insured property or interest by pollution or contamination excluding
 - Pollution or contamination which itself results from a peril hereby insured against.
 - Any peril hereby insured against which itself results from pollution or contamination.

2.1. Riders for Fire

2.1.1. Architects, Surveyors And Consulting Engineer's Fees (In Excess Of 3% Of The Claim Amount)

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 up to 7.5% of the adjusted loss is covered, but it is understood that this does not include any cost in connection with the preparation of the Insured's claim or estimate of loss in the event of damage by the insured perils.

2.1.2. Removal Of Debris (In Excess Of 1% Of The Claim Amount)

It is hereby declared and understood that the insurance extends to cover costs and expenses necessarily incurred by the Insured in

- i. Removal of debris from the premises of the Insured;
- ii. Dismantling or demolishing;
- iii. Shoring up or propping."

Note: (ii) & (iii) above shall not be applicable where neither Building nor Machinery are covered.
- iv. of insured property following destruction or damage by insured peril.
- v. of the portion or portions of the property insured (specified as being insured by this Endorsement in the Schedule of) this Policy destroyed or damaged by perils hereby insured against but not exceeding in the aggregate the amount (limited to 10% of the total sum insured) stated in the Schedule in respect of this Endorsement.

2.1.3. Deterioration Of Stocks In Cold Storage Premises (I)

(due to change in temperature arising out of loss or damage to the cold machinery in the Insured's premises following storage machinery in the Insured's premises following an insured peril)

In consideration of the payment of additional premium it is hereby agreed and declared that notwithstanding anything to the contrary in this Policy or in any of its Conditions this Policy covers destruction or damage to the property hereby insured caused by change of temperature in consequence of failure of electric supply following damage to Insured's property due to insured peril(s).

Provided that the Company shall not be liable for any loss occasioned by the deliberate act of the Government, Municipal or Local Authority or Supply Authority not performed for the sole purpose of safeguarding life or protecting any part of the supply by any undertaking's systems or by the exercise such authority of its power to withhold or restrict or ration supply not necessitated solely by damage to the Supply Undertaking's generating or supply equipment by an insured peril.

Provided further that the Company shall not be liable for any loss unless the duration of each such failure exceeds 24 hours.

Subject otherwise to the terms, extensions, conditions and limitations of this Policy.

2.1.4. Deterioration Of Stocks In Cold Storage Premises (II)

(Due to accidental power failure consequent to damage at their premises of Power Station due to an insured peril)

In consideration of the payment of additional premium it is hereby agreed and declared that notwithstanding anything to the contrary in this Policy or in any of its Conditions this Policy covers destruction or damage to the property hereby insured caused by change of temperature in consequence of failure of electric supply following damage to Insured's property due to insured peril(s).

Provided that the Company shall not be liable for any loss occasioned by the deliberate act of the Government, Municipal or Local Authority or Supply Authority not performed for the sole purpose of safeguarding life or protecting any part of the supply undertaking's systems or by the exercise by any such authority of its power to withhold or restrict or ration supply not necessitated solely by damage to the Supply Undertaking's generating or supply equipment by an insured peril.

Provided further that the Company shall not be liable for any loss unless the duration of each such failure exceeds 24 hours.

Subject otherwise to the terms, extensions, conditions and limitations of this Policy.

2.1.5. Forest Fire

"In consideration of the payment of additional premium the insurance under the policy shall extend to include loss of or damage to the property insured directly caused by burning, whether accidental or otherwise, of forest, bush and jungles and the clearing of lands by Fire."

2.1.6. Impact Damage due to Insured's own Rail/Road Vehicles, Fork lifts Cranes, Stackers and the like and articles dropped there from.

"In consideration of the payment of additional premium it is hereby agreed and declared that the Policy is extended to cover loss and/or damage caused due to impact by direct contact to Insured's property caused by Insured's own Rail/Road Vehicles, Forklifts, cranes, stackers and the like and articles dropped there from".

2.1.7. Spontaneous Combustion

"In consideration of the payment by the Insured to the Company of additional premium the Company agrees notwithstanding what is stated in the printed exclusions of the policy to the contrary that the insurance by item specified under this policy shall extended to include loss or damage by fire only of or to the property insured caused by its own fermentation, natural heating or spontaneous combustion."

N.B. : The expression " By Fire only" in the endorsement above shall not be omitted under any circumstances.

2.1.8. Omission To Insure Additions Or Extensions

- i. The insurance by this Policy extends to cover Buildings and/or Machinery, Plant and other Contents as defined in the Schedule hereof which the Insured may erect or acquire or for which they may become responsible:-
 - a. at the within described premises
 - b. for use as factories
- ii. The liability under this Extension shall not exceed in respect of (a) above, 5% of the Sum Insured by items of the Schedule, in respect of (b) above, 5% of the Sum Insured by items of the Schedule.
- iii. The Insured shall notify the Company of each additional insurance as soon as it shall come to their knowledge and shall pay the appropriate additional premium thereon from the date of inception.
- iv. Following the advice of any additional insurance as aforesaid, cover by this extension shall be fully reinstated.
- v. No liability shall attach to the Company in respect of any Building, Machinery Plant other or other contents while such property is otherwise insured.
- vi. All new additions to Buildings and/or Machinery and Plant not specifically insured/included during the currency of the Policy should be declared at the end of the year and suitable additional premium paid on pro rata basis from the date of completion of construction/erection of additions may be suitably adjusted.
- vii. If the insured fails to declare the values of such additions within 30 days after the expiry of the policy, there shall be no refund of the advance premium collected.

2.1.9.1 Earthquake (Fire And Shock) (I)

(When Storm, Tempest, Flood, Inundation perils are not insured)

- i. In consideration of the payment by the Insured to the Company of the 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 there from but excluding flood or overflow of the sea, lakes, reservoirs and rivers caused by Earthquake.
- ii. 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.
- iii. **Special conditions**
- iv. Excess 5% of each and every claim subject to a minimum of Rs. 10,000 shall be borne by the Insured.
- v. This extension cover applies only if the entire property in one complex / compound / location covered under this Policy is extended to cover this risk and the Sum Insured for this extension is identical to the Sum Insured against the risk covered under Policy except for the value of the plinth and foundations of the building(s).
- vi. Onus of proof in the event of the Insured making any claim for loss or damage under this Policy he must (if so required by the Company) prove that the loss or damage was occasioned by our through or in consequence of Earthquake.

2.1.9.2. EARTHQUAKE (FIRE AND SHOCK) (II)

(When Storm, Tempest, Flood, Inundation perils are insured)

- i. In consideration of the payment by the Insured to the Company of the 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 or through or in the consequence of Earthquake including flood or overflow of the sea, lakes, reservoirs and rivers and/or Landslide / Rockslide resulting there from.
- ii. 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 (if 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.

Special conditions

- a. Excess 5% of each and every claim subject to a minimum of Rs. 10,000 shall be borne by the Insured.

- b. This extension cover applies only if the entire property in one complex / compound / location covered under this Policy is extended to cover this risk and the Sum Insured for this extension is identical to the Sum Insured against the risk covered under Policy except for the value of the plinth and foundations of the building(s).
- c. Onus of proof In the event of the Insured making any claim for loss or damage under this Policy he must (if so required by the Company) prove that the loss or damage was occasioned by or through or in consequence of Earthquake.

2.1.10. SPOILAGE MATERIAL DAMAGE CLAUSE

- a. "In consideration of the payment of the an additional premium is hereby agreed and declared that, notwithstanding anything contained to the contrary, in the within written Policy, the insurance under this policy shall extend to cover loss or damage by Spoilage resulting from the retardation or interruption or cessation of any process or operation caused by any of the perils covered under this Policy, provided that liability for destruction of or damage to the property insured described in the schedule to this policy, or any part of such property, is first admitted by the company.
- b. PROVIDED ALWAYS THAT all the conditions (except in so far as they may be hereby expressly varied shall apply as if they had been incorporated herein and that any reference therein to the loss or damage caused by insured perils shall be deemed to apply also to loss or damage caused by Spoilage which peril this insurance extends to include by virtue of this Endorsement."

SPECIAL CONDITIONS

- a. For the purpose of this Endorsement but not otherwise, the following special conditions shall apply:
- b. Average: If the property hereby insured against spoilage shall, at the time of occurrence of any loss or damage, be collectively of greater value than the sum insured on machinery, containers, equipment and stocks in the specified blocks, then the Insured shall be considered as being his own insurer for the difference and shall bear ratable proportion of the loss accordingly. Every time, if more than one, of the Policy shall be separately subject to this condition.
- c. PROVIDED THAT it is hereby further expressly agreed and declared that the liability of the Company shall in no case under this endorsement and the Policy exceed the sum insured specified under this Policy.

2.1.11. Leakage and Contamination cover

A. Leakage And Contamination Cover

"In consideration of the payment of an additional premium it is hereby agreed and declared that the Insurance under this policy shall, subject to terms, conditions and exclusions of this policy and also subject to terms, conditions and exclusions hereinafter contained, extend to include the physical loss of oil/chemical by leakage from its container by accidental means and all accidental contamination by contact with foreign matter."

PROVIDED always that this policy does not cover:

- (a) Loss by Contamination through Improper Handling or Controls by Insured's own Employees;
- (b) Loss resulting from loss of use, loss of earning, delay or loss of markets or consequential or indirect loss or damage of any kind or description whatsoever;
- (c) Loss resulting from any kind of infidelity or dishonesty on the part of the Insured or any of their employees, inventory shortage, mysterious disappearance or unexplained loss;
- (d) Loss by burglary or theft or any attempt thereof;
- (e) Loss resulting from processing or faulty workmanship;
- (f) Loss resulting from shrinkage, evaporation, loss of weight unless caused by a peril not otherwise excluded;
- (g) Any legal and/or contractual liability arising from any cause whatsoever; and
- (h) Consequential loss of any nature.

SPECIAL CONDITIONS

- i. The cover under this endorsement shall attach only on or after the receipt of the insured subject matter in land tanks as described in the policy and subject to lodgment with the company by Insured of a certificate obtained by them at their own expense from a competent approved and independent agency/surveyor as to the purity and quality of the subject matter herein insured.
- ii. Before the commencement of pumping and/or decanting operations, the Insured shall arrange at their own expense sampling and quality/purity certification by competent, approved and independent agency/surveyor for such distinct lot, batch or tank load ex/ocean vessel of insured subject matter and shall pump/decant only such material as is pure and without contaminants.
- iii. The insured shall at their own expense arrange inspection and certification from competent approved and independent agency/surveyor as to the cleanliness and fitness of the pipe lines, pumping equipment and the receiving land tanks to carry and/or receive the insured subject matter, prior to the commencement of pumping, decanting, receiving and/or storage operations. Such certification as mentioned above should, inter alia, confirm that the pumping, carrying and storage equipment facilities and tanks are free from impurities, contaminants and/or residue or left-overs from previous use of equipment, facilities or storage tanks. As concerning the receiving land tanks and initial certificate of fitness to receive and store the insured material shall be deemed to satisfy the above condition in so far as such tanks are concerned. However, a fresh certification as mentioned above would be required in the event of the said tanks being empty and fresh stocks are subsequently pumped/decanted in during the currency of this insurance.
- iv. In case of loss to property insured hereunder, the basis of adjustment shall be the market value at the time and place of loss.
- v. It is understood and agreed that all loss or damage to property occurring during any one period of seventy-two consecutive hours during the currency of this policy directly caused by earthquake shock shall be deemed to have been caused by single earthquake and therefore to constitute one loss for the purpose of this policy, the Insured shall select a time from which any such period shall commence but no two such selected periods shall overlap.
- vi. All salvage recoveries and payments recovered on received subsequent to a loss settlement under this policy shall be applied as if recovered or received prior to the said settlement and all necessary adjustment shall be made by the parties hereto.

- vii. If any breach of a clause or condition in this contract or policy of insurance shall occur prior to a loss under this Policy, such breach shall not void the policy nor avail the company to avoid the liability unless such breach shall exist at the time of such a loss under this contract or policy, it being understood that such breach of a clause of condition is applicable only to the specific property to which the condition or clause has reference and in respect of which such breach occurred.
- viii. Each claim for loss or damage shall be adjusted separately and each claim is subject to an excess of 1% on each tank with a minimum of Rs. 60,000/- each loss.
- ix. If the property here by insured shall at the time of the operation of a peril insured hereunder, be collectively of greater value than the sum insured thereof, then the insured shall be considered as being his own insurer for the difference and shall bear a ratable proportion of the loss accordingly. Every item, if more than one, of the policy shall be separately subject to this condition.

B. Leakage Cover

- i. "In consideration of the payment of an additional premium it is hereby agreed and declared that the Insurance under this policy shall, subject to terms, conditions and exclusions of this Policy and also subject to terms, conditions and exclusions hereinafter contained, extend to include the physical loss of oil/chemical by leakage from its container by accidental means.

PROVIDED always that this policy does not cover:

- (a) loss resulting from loss of use, loss of earning, delay or loss of markets or other consequential or indirect loss or damage of any kind or description whatsoever;
- (b) loss resulting from any kind of infidelity or dishonesty on the part of the Insured or any of their employees, inventory storage, mysterious disappearance or unexplained loss;
- (c) loss by burglary or theft or any attempt thereat;
- (d) loss resulting from processing or faulty workmanship;
- (e) loss resulting from shrinkage, evaporation, loss of weight unless caused by a peril not otherwise excluded;
- (f) any legal and/or contractual liability arising from any cause whatsoever; and
- (g) consequential loss of any nature.

SPECIAL CONDITIONS:

- i. In case of loss to property insured hereunder, the basis of adjustment shall be the market value at the time and place of loss.
- ii. It is understood and agreed that all loss or damage to property occurring during any one period of seventy-two consecutive hours during the currency of this policy directly caused by earthquake shock shall be deemed to have been caused by single earthquake and therefore to constitute one loss for the purpose of this policy, the Insured shall select a time from which any such period shall commence but no two such selected periods shall overlap.
- iii. All salvage recoveries and payments recovered on received subsequent to a loss settlement under this policy shall be applied as if recovered or received prior to the said settlement and all necessary adjustment shall be made by the parties hereto.
- iv. If any breach of a clause or condition in this contract or policy of insurance shall occur prior to a loss under this Policy, such breach shall not void the policy nor avail the company to avoid the liability unless such breach shall exist at the time of such a loss

- v. Each claim for loss or damage shall be adjusted separately and each claim is subject to an excess of 1% on each tank with a minimum of Rs. 60,000/- each loss.
- vi. If the property here by insured shall at the time of the operation of a peril insured hereunder, be collectively of greater value than the sum insured thereof, then the insured shall be considered as being his own insurer for the difference and shall bear a ratable proportion of the loss accordingly. Every item, if more than one, of the policy shall be separately subject to this condition

2.1.12. Temporary Removal Of Stock Clause

- a. It is agreed that the stock insured hereby not exceeding 10% of the total sum insured of such stock is covered while temporarily removed to any other premises for purposes of fabrication or processing or finishing or other similar purposes. This extension does not apply to stock if and so far as it is otherwise insured.
- b. The pro-rata condition of average should be applied to the limit of stocks temporarily removed as well as to the total sum insured of such stock under the policy

2.1.13. Loss of rent clause

- a. The insurance on rent applies only if (any of) the said building(s) or any part thereof is unfit for occupation in consequence of its destruction or damage by the perils insured against and then the amount payable shall not exceed such portion of the sum insured on Rent as the period necessary for reinstatement bears to the term of the Rent Insured.

2.1.14. Additional Expenses of Rent for an alternative accommodation (Tenant or Owner - Occupant)

- a. It is hereby declared that in the event of the premises described in the Policy and occupied by the Insured, hereinafter referred to as 'PREMISES' being destroyed or damaged by any insured peril as to become unfit for occupation and the Insured in consequence taking up alternative accommodation, the Company shall subject to Special Conditions set out herein, indemnify the Insured against the Additional Rent (as explained herein) which the Insured is called upon to bear for the period beginning from the date of operation of any of the insured perils until the 'PREMISES' is rendered fit for occupation such period not exceeding such reasonable time as is required to restore the premises with due diligence to a condition fit for occupation or the maximum indemnity period (stated in the Schedule in respect of this Clause) whichever is earlier.
- b. Provided that the liability of the Company shall not exceed the sum insured (stated in the Schedule in respect of this Clause) hereby.
- c. Provided further that if the sum produced by applying the monthly Additional Rent, borne by the Insured for the alternative accommodation to the maximum indemnity period is more than the Sum Insured hereby, the liability of the Company shall be proportionately reduced.

Special Conditions

- a. This insurance shall apply subject to the condition that the PREMISES occupied by the Insured, whether as owner or tenant, forms part of a building not being "Kutcha" Construction.
- b. If the area of alternative accommodation taken by the Insured is more than the area of the

PREMISES occupied by the Insured, the Additional Rent borne by the Insured for the purpose of this insurance shall be deemed to be that proportion of the Additional Rent actually borne by the Insured as the area of the PREMISES which was in the Insured's occupation bears to the area of the alternative accommodation taken by the Insured. The Insured shall be at liberty to take alternative accommodation in any locality so long as it is within the Municipal limit of the city or town in which the PREMISES is situated.

Explanation

- a. Additional Rent: If the Insured is the Owner-Occupant, the Additional Rent borne by him is arrived at after deducting the standard rent of the premises from the actual rent paid for the alternative accommodation. The standard rent shall be based on the ratable values fixed by the Municipal/Revenue authorities for tax purposes.
- b. If the Insured is a tenant only and for safeguarding his legal tenancy rights is obliged to pay rent for the premises even during the period when it is not fit for occupation, the Additional Rent borne by him is the actual rent for the alternative accommodation.
- c. If the Insured is a tenant and is not obliged to pay rent for the premises during the period when it is not fit for occupation, the Additional Rent borne by him is the actual rent paid for alternative accommodation taken less the rent which he was paying for the premises immediately prior to the same being damaged or destroyed by insured perils and rendered unfit for occupation.

2.1.15. Start up expenses

It is hereby agreed and declared that this Policy extends to cover start-up costs necessarily and reasonably incurred by the Insured consequent upon a loss or damage covered by this Policy.

**2.1.16. Molten Material Spillage
(Not Applicable)**

2.1.17. Terrorism Damage Coverage Endorsement

- a. It is hereby declared and agreed that the Terrorism Damage Exclusion Warranty of the Riot, Strike, and Malicious Damage provision stands deleted. The expression/s "terrorism and/or act of terrorism" shall have the same meaning/s as contained in Terrorism Damage Exclusion Warranty.
- b. This Endorsement does not cover loss of or damage caused by
 - A)
 - I total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind.
 - II Permanent or temporary dispossession resulting from confiscation, commandeering, requisition or destruction by order of the Government or any lawfully constituted Authority.
 - III Permanent or temporary dispossession of any building or plant or unit of 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.
 - IV 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 action taken in respect of an act of terrorism.

- B)
 - a. loss or damage, cost or expenses 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 action taken in respect of any act of terrorism.
 - b. If the Company alleges that by reason of this Exclusion, any loss, damage, cost or expenses is not covered by this insurance the burden of proving the contrary shall be upon the Insured.
 - c. The limit of coverage under this Endorsement shall not exceed the amount (being the overall liability limit for Material Damage and Loss of Profits insurances combined) stated in the Schedule in respect of this Endorsement. In respect of several insurances within the same compound / location with all the Indian insurers, the maximum aggregate loss (Material Damage and Loss of Profit combined) payable per compound /location shall be Rs.600 Crores. If the actual aggregate loss suffered at one compound / location is more than Rs.600 Crores, the amounts payable under individual policies shall be reduced on pro rata basis.
 - d. The coverage under this Endorsement is subject to an Excess of Rs. 0.5% of the total sum insured subject to a minimum of Rs.25,000 for Non industrial risk or Rs. 1,00,000 for Industrial risk and a maximum of Rs 10,00,00,000 for each and every claim in respect of both Material Damage and Loss of Profits combined.
 - e. 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.
 - f. If the cancellation is for any other purpose, refund of premium will only be allowed after charging short term scale rates as per Tariff.

2.2. Clauses under Fire and allied perils

2.2.1. Agreed Bank Clause

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 there for and shall be binding on all the parties insured hereunder.
- iii. N.B.: The Bank shall mean the first named Financial Institution/Bank named in the policy
- iv. 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

m a n n e r

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.

- v. 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.
- vi. 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 General Condition 4 of this Coverage Section except where a breach of the Condition has been committed by the Bank or its duly authorized 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.
- vii. 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.
- viii. Note: 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 as mortgagees, the name of such institution shall be read in place of the word 'Bank'.

2.2.2. Designation of Property Clause

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

2.2.3. Floater Clause

- i. In consideration of Floater Extra charged over and above the Policy premium rate the Sum Insured in aggregate under the Policy is available for any one, more, or all locations as specified in respect of movable property.
- ii. At all times during the currency of this Policy the Insured should have a good internal audit and accounting procedure under which the total amount at risk and the locations can be established at any particular time if required.
- iii. The changes in the address of locations specifically declared at inception should be communicated.

2.2.4. Declaration clause

- i. In consideration of the premium by this Policy being provisional in that it is subject to adjustment on expiry of each Period of Insurance, the Insured agrees to declare to the

Company in writing the value of his stocks (other than retail) less any amount insured by policies other than declaration policies, in each separate building or non-communicating compartment or in the open on the following basis, namely

- a. average of the values at risk on each day of the month or
- b. the highest value at risk during the month and to make such declaration(s) latest by the last day of the succeeding month. Such declaration(s) shall be signed by the Insured or by a responsible person authorized to sign on his behalf.
- ii. If other policies on declaration basis cover the stocks hereby insured, the declarations shall be made so as to apportion to each policy a share of the value of the stocks insured under such declaration policies, pro rata to the respective amounts named in the policies.
- iii. In the event of a declaration not being made latest by the last day of the succeeding month, then the Insured shall be deemed to have declared the Sum Insured hereby as the value at risk.
- iv. On the expiry of each Period of Insurance the premium shall be calculated on the average Sum Insured namely, the total of the values declared or deemed to have been declared divided by the number of declarations deemed to have been made.
- v. If the resultant premium is less than the provisional premium, the difference shall be repaid to the Insured but such repayment shall not exceed 50% of the provisional premium.
- vi. Further it is hereby agreed and understood that no reduction in sum insured shall be allowed during the currency of the Policy.
- vii. The basis of value for declarations shall be the market value and any loss hereunder shall be settled on the basis of the market value immediately anterior to the loss.
- viii. If at the time of any loss, there be any subsisting insurance or insurances on other than on a declaration basis, whether effected by the Insured or by any other person or persons, covering the stocks hereby insured, this Policy shall apply only to the excess of the value of such stocks at the time of the loss over the Sum Insured by such other insurance or insurances, and the Company shall not be liable to pay or contribute more than that proportion of such loss which such excess (or, if there be other declaration insurances covering the same stocks, a ratable proportion of such excess) but not exceeding the Sum Insured hereby, bears to the total value of the stocks.
- ix. If after the occurrence of a loss it is found that the amount of the last declaration previous to the loss is less than the amount that ought to have been declared, then the amount which would have been recoverable by the Insured shall be reduced in such proportion as the amount of the said last declaration bears to the amount that ought to have been declared.
- x. Notwithstanding the occurrence of loss it is understood that the Sum Insured will be maintained at all times during the currency of the Policy and the Insured therefore undertakes to pay extra premium on the amount of any loss pro rata from the date of such loss to the expiry of the Period of Insurance, the premium being calculated at the rate applicable to the stocks destroyed and such extra premium shall not be taken into account in, and shall be distinct from, the final adjustment of premium.
- xi. In event of this Policy being cancelled by the Insured during its currency (whether stocks exist or not) the premium to be retained by the Company shall be the appropriate short period premium calculated on the average amount insured up to the date of cancellation, or 50% of the provisional premium whichever is greater. Notwithstanding the above, if the Policy 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 upto 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, or 50% of the provisional premium whichever is greater.
- xii. The maximum liability of the Company shall not exceed the Sum Insured hereby and premium shall not be receivable on value in excess thereof. The Sum Insured may, however, be increased by prior agreement with the Company in which event the new Sum Insured and the date from which it is effective will be recorded on the Policy by endorsement. 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 and upon expiry of each Period of Insurance the total provisional premium so paid shall be adjusted as provided for in Clause 1 above. If during the currency of the Policy, the rate for the class of risk to which the insurance applies is revised, and an increase in the Sum Insured under a Declaration Policy is agreed to, the Company shall charge on such increased sum an additional provisional premium on a basis proportionate to the unexpired period of Policy, at the rate at which the insurance was originally effected and upon expiry of each Period of Insurance the total provisional premium so paid shall be adjusted as provided for in Clause 1 above.
 - xiii. If the stocks hereby insured shall at the time of loss 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 ratable proportion of the loss accordingly. Every item, if more than one, on stock shall be separately subject to this Condition.
 - xiv. It is warranted that every other policy on a declaration basis covering the stocks insured hereby shall be identical in wording with this Policy.
 - xv. This insurance is subject in all respects to the printed Conditions of the Policy except in so far as they may be varied by the above Conditions.

2.2.5. Local Authorities Clause

(Applicable only with insurances on Reinstatement Value)

- i. 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,
 2. in respect of destruction or damage occurring prior to the granting of this extension
 3. in respect of destruction or damage not insured by the Policy
 4. under which notice has been served upon the Insured prior to the happening of the destruction of damage,
 5. 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,
 6. 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,
 7. 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.
- ii. 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 Company 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 Company under this extension not being thereby increased.
- iii. If the liability of the Company 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 Company under this extension (in respect of any such item) shall be reduced in like proportion.
 - iv. The total amount recoverable under any item of the Policy shall not exceed the sum insured thereby.
 - v. 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.

2.2.6. Reinstatement Value Clause

(Applicable in respect of only Buildings, Machinery Furniture, Fixture and Fittings for which items of property insured it is so stated in the Schedule as being applicable)

It is hereby declared and agreed that in the event of the property insured under the Policy being destroyed or damaged, the basis upon which the amount payable under each of the said items of the Policy is to be calculated shall be cost of replacing or reinstating on the same site or any other site with property of the same kind or type but not superior to or more extensive than the insured property when new as on date of the loss, subject to the following Special Provisions and subject also to the terms and conditions of the Policy except in so far as the same may be varied hereby.

Special Provisions

- i. The work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the Insured subject to the liability of the Company not being thereby increased) must be commenced and carried out with reasonable dispatch and in any case must be completed within 12 months after the destruction or damage or within such further time as the Company may in writing allow, otherwise no payment beyond the amount which would have been payable under the Policy if this memorandum had not been incorporated therein shall be made.
- ii. Until expenditure has been incurred by the Insured in replacing or reinstating the property destroyed or damaged the Company shall not be liable for any payment in excess of the amount which would have been payable under the Policy if this memorandum had not been incorporated therein.
- iii. If at the time of replacement or reinstatement the sum representing the cost which would have been incurred in replacement or reinstatement if the whole of the property covered had been destroyed, exceeds the Sum Insured thereon or at the commencement of any destruction or damage to such property by any of the perils insured against by the Policy, then the Insured shall be considered as being his own insurer for the excess and shall bear a ratable proportion of the loss accordingly. Each item of the Policy (if more than one) to which this memorandum applies shall be separately subject to the foregoing Provision.
- iv. This Memorandum shall be without force or effect if
- v. the Insured fails to intimate to the Company within 6 months from the date of destruction or damage or such further time as the Company may in writing allow his intention to replace or reinstate the property destroyed or damaged.
 - b) The Insured is unable or unwilling to replace or reinstate the property destroyed or damaged on the same or another site

2.2.7. Contract Price Clause

(Applicable only in case of insurance of imported goods only (and not for goods of local manufacture) which are sold under a contract which is cancelled either wholly or to the extent of loss or damage.)

- I. It is hereby agreed and declared that in respect only of goods sold but not delivered for which the insured is responsible and with regard to which under the conditions of sale, the sale contract is by reason of the perils covered under the policy, cancelled either wholly or to the extent of loss or damage, the liability of the company shall be based on the contract price and for the purpose of the average the value of goods to which the clause would in the event of the loss or damage be applicable shall be ascertained on the same basis.

2.2.8. CO-INSURANCE CLAUSE

It is hereby declared and agreed that this is a Co-insurance Policy subscribed by the insurers (named in the Policy Schedule in respect of this Clause) whose liabilities in respect of losses shall be limited to the amounts set against their respective names.

This Co-insurance is subject in all respects to the same terms, clauses, conditions, warranties, adjustments, and amendments, as may be authorized by the Insurer named in the Schedule as the Leading Insurer. Any alterations and/or amendments and/or adjustments agreed upon under the terms of Leading Insurer's agreement shall be automatically binding on the participating Co-insurers hereon who agree to waive advice hereunder.

The Co-insurer(s) agree to follow in every respect all settlements or other payments of whatsoever nature made by the Leading Insurer arising out of and in connection with this insurance and to bear its proportion of any expenses incurred, whether legal or otherwise in the investigation and defense of any claim hereunder.

2.2.9. Voluntary Deductible Clause

"It is hereby declared and agreed that the insured having opted a voluntary deductible as mentioned in the policy schedule of net amount of each and every admissible claim under the fire policy (ies) covering the said premises, the company has allowed a discount of as mentioned in the policy schedule on the final premium payable for the policies and Add on Covers.

It is further agreed that the above voluntary deductible opted shall be in addition to compulsory exclusion stipulated under "General exclusion" attached to the policy (ies) and/or for add-on covers."

2.2.10. Escalation Clause (Fire)

"In consideration of the payment of an additional premium amounting to 50% of the premium produced by applying the specified percentage to the first or the annual premium as appropriate on the items(s) noted on the schedule the Sum(s) Insured thereby shall, during the period of insurance, be increased each day by an amount representing 1/365th of the specified percentage increased per annum. U n l e s s specifically agreed to the contrary the provisions of this clause shall only apply to the sums insured in force at the commencement of each period of insurance.

At each renewal date the insured shall notify the Insurers:-

The sum to be insured under each item, but the absence of such instructions the Sums Insured by the items shall be those stated on the policy (as amended by the any endorsement effective prior to the aforesaid renewal date) to which shall be added the increases which have accrued under this Clause during the period of insurance up to that renewal date, and

The specified percentage increase(s) required for the forthcoming period of insurance, but in the absence of instructions to the contrary prior to renewal date the existing percentage increase shall apply for the period of insurance from renewal.

All the conditions of the policy in so far as they may be hereby expressly varied shall apply as if they had been incorporated herein."

2.2.11. Data Corruption Endorsement

It is noted and agreed that this Policy is hereby amended as follows:

The Company will not pay for Damage or Consequential loss directly or indirectly caused by, consisting of, or arising from:

- i. Any functioning or malfunctioning of the internet or similar facility, or of any intranet or private network or similar facility,
- ii. Any corruption, destruction, distortion, erasure or other loss or damage to data, software, or and kind of programming or instruction set,
- iii. 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
- iv. This Endorsement shall not exclude subsequent damage or Consequential loss, not otherwise excluded, which itself results from a Defined Peril. Defined Peril shall mean: Fire, Lightning, Earthquake, Explosion, Falling Aircraft, Flood, Smoke, Vehicle Impact, Windstorm or Tempest.
- v. Such Damage or Consequential loss described in 1, 2, or 3 above is excluded regardless of any other cause that contributed concurrently or in any other sequence.
- vi. All other terms, conditions and exclusions of this Policy remain unchanged.

2.2.12. Floater Declaration Clause

- i. "In consideration of Floater Extra charged over and above the policy rate the S.I. in aggregate under the policy is available for any one, more, or all locations as specified in respect of movable property.
- ii. At all times during the currency of this policy the insured should have a good internal audit and accounting procedure under which the total amount at risk and the locations can be established at any particular time if required.
- iii. The changes in the address of locations specifically declared at inception should be communicated"
- iv. Also :
- v. In consideration of the premium by this policy being provisional in that it is subject to adjustment on expiry of each period of insurance.
- vi. "The Insured agrees to declare to TATA AIG General Insurance Company Limited in writing the value of his stocks (other than retail) less any amount insured by Policies other than declaration policies, in each separate building or non-communicating compartment or in the open on the following basis namely
- vii. 1] Average of the values at risk on each day of the month or

- viii. 2] the highest value at risk during the month and to make such declaration(s) latest by the last day of the succeeding month. Such declaration(s) shall be signed by the Insured or by a responsible person authorized to sign on his behalf.
- ix. If other policies on declaration basis cover the stocks hereby insured, the declarations shall be made so as to apportion to each policy a share of the value of the stocks insured under such declaration policies, PRO RATA to the respective amounts named in the policies.
- x. In the event of a declaration not being made latest by the last day of the succeeding month then the insured shall be deemed to have declared the Sum Insured hereby as the value at risk.
- xi. On the expiry of each period of insurance the premium shall be calculated at the rate applicable (provisional) per mille on the average Sum Insured namely, the total of the values declared or deemed to have been declared divided by the number of declarations deemed to have been made.
- xii. If the resultant premium is less than the provisional premium, the difference shall be repaid to the Insured but such repayment shall not exceed 20% of the provisional premium.
- xiii. Further it is hereby agreed and understood that no reduction in sum insured shall be allowed during the currency of the policy.
- xiv. The basis of value for declarations shall be the market value and any loss hereunder shall be settled on the basis of the Market Value immediately anterior to the loss.
- xv. If at the time of any loss, there be any subsisting insurance or insurances on other than a declaration basis, whether effected by the insured or by any other person or persons, covering the stocks hereby insured, this policy shall apply only to the excess of the value of such stocks at the time of the loss over the Sum Insured by such other insurance or insurances, and this Company shall not be liable to pay or contribute more than that proportion of such loss which such excess (or, if there be other declaration insurances covering the same stocks, a ratable proportion of such excess) but not exceeding the Sum Insured here, bears to the total value of the stocks.
- xvi. If after the occurrence of a loss it is found that the amount of the last declaration previous to the loss is less than the amount that ought to have been declared, then the amount which would have been recoverable by the Insured shall be reduced in such proportion as the amount of the said last declaration bears to the amount that ought to have been declared.
- xvii. Notwithstanding the occurrence of loss it is understood that the Sum Insured will be maintained at all times during the currency of the policy and the Insured therefore undertakes to pay extra premium on the amount of any loss pro rata from the date of such loss to the expiry of the period of insurance, the premium being calculated at the rate applicable to the stocks destroyed and such extra premium shall not be taken into account in and shall be distinct from, the final adjustment of premium.
- Xviii. In event of the policy being cancelled by the Insured during its currency (whether stocks exist or not) the premium to be retained by the company shall be the appropriate short period premium calculated on the average amount insured up to the date of cancellation, or 80% of the provisional premium whichever is greater. Notwithstanding the above, if the policy 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 upto 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, or 80% of the provisional premium whichever is greater.

- xix. The maximum liability of the company shall not exceed the sum Insured hereby and premium shall not be receivable on value in excess thereof. The sum Insured may, however, be increased by prior agreement with the Company in which event the new sum Insured and the date from which it is effective will be recorded on the policy by endorsement. 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 and upon expiry of each period of insurance the total provisional premium so paid shall be adjusted as provided for in Clause 1 above. If during the currency of the policy, the rate for the class of risk to which the insurance applied is revised, and an increase in the Sum Insured under a Declaration Policy is agreed to, the company shall charge on such increased sum an additional provisional premium on a basis proportionate to the unexpired period of policy, at the rate at which the insurance was originally effected and upon expiry of each period of insurance the total provisional premium so paid shall be adjusted as provided for in Clause 1 above.
- xx. If the stocks hereby insured shall at the time of loss 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 ratable proportion of the loss accordingly. Every item, if more than one, on stock shall be separately subject to this condition.
- xxi. It is hereby warranted that every other policy on a declaration basis covering the stocks insured hereby shall be identical in wording with this policy.
- xxii. This insurance is subject in all respects to the printed conditions of the policy except in so far as they may be varied by the above conditions

2.2.13. premises extension clause

Not applicable.

2.2.14. STFI Exclusion clause

Notwithstanding anything, to the contrary in the policy it is hereby understood and agreed that the insurer shall not be liable under the policy for any loss or damage of whatsoever nature caused by STFI perils viz., Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and Inundation.

2.2.15. RSMD Exclusion clause

Notwithstanding anything, to the contrary in the policy it is hereby understood and agreed that the insurer shall not be liable under the policy for any loss or damage of whatsoever nature caused by RSMD perils viz., Riot, Strike, Malicious Damage.

2.3. Warranties applicable to Fire section

2.3.1. Carpenters, Wood Wool Manufacturing, Furniture Manufacturing And Other Wood Worker Shops

Warranted that saw mill is not used in the insured premises.

2.3.2. CARPET AND DRUGGET MANUFACTURING (COTTON/ JUTE/ WOOL)

Warranted that no other raw material except cotton and/ or jute and/ or wool be used

in the manufacturing process or be stored in the insured premises.

2.3.3. CARPET AND DRUGGET MANUFACTURING (OTHERS)

Warranted that other raw materials including cotton and/ or jute and/ or wool be used in the manufacturing process or be stored in the insured premises.

2.3.4. CIGARETTE FILTER MANUFACTURING (OTHERS)

Warranted that no solvents having flash point below 32 C are used and/ or stored in the insured's premises.

2.3.5. Cinematography Film Editing, Laboratory And Sound Recording Rooms Without Film Processing

Warranted that no film processing is carried out in the insured premises.

2.3.6. DETERGENT MANUFACTURING (OTHERS)

Warranted that no sulphonation process is carried out in the insured premises.

2.3.7. GRANITE FACTORIES

Warranted that no inflammable solvents are used.

2.3.8. HAZARDOUS GOODS WARRANTY - (DWELLINGS, OFFICES, HOTELS AND SHOPS, ETC.)

Warranted that none of the following goods are stored or otherwise handled in the insured premises in excess of 5% of the total sum insured for stocks.

1. Celluloid Goods
2. Coir Loose
3. Crackers and fire works
4. Explosives of any kind
5. Hay/Straw
6. Hemp
7. Jute Loose
8. Matches
9. Methylated Spirit
10. Nitro-Cellulose Plastics
11. Oils, Ether, Industrial Solvent and other inflammable liquids flashing at and below 32°(Closed cup test)-Other than in sealed tins or drums
12. Paints with inflammable base having a flash point below 32° C (Closed cup test) -other than in sealed tins or drums.
13. Varnishes having a flash point below 32° C.(Closed cup test) -other than in sealed tins or drums.
14. Disinfectant liquids and liquid insecticides other than in sealed tins or drums
15. Vegetable fibres of any kind including Rayon, Fibre

2.3.9. INCIDENTAL OPEN STORAGE WARRANTY

Warranted that incidental open storage should not exceed 2% of Sum Insured on stocks.

2.3.10. CLASS OF CONSTRUCTION OF BUILDING WARRANTY

Warranted that the buildings to which this insurance applies are of Kutcha construction (ie. consisting of walls and/ or roofs of wooden planks/ thatched leaves and/ or grass/ hay of any kind/ bamboo / plastic cloth/ asphalt cloth/ canvas/ tarpaulin and the like).

2.3.11. MAN-MADE FIBRE MANUFACTURING (USING CELLULOSE)

Warranted that no other raw material except Cellulose be used in the manufacturing process or be stored in the insured premises.

2.3.12. METALLIZING WORKS (INVOLVING METALS ONLY)

Warranted that metallizing operations of other than metals is prohibited in the insured premises.

2.3.13. MUSHROOM GROWING PREMISES

Warranted that Crops are not covered by this insurance

2.3.14. PLASTIC GOODS MANUFACTURING WARRANTY

Warranted that foamed plastics are not manufactured in the premises.

2.3.15. POULTRY FARMS WARRANTY

Warranted that birds in the poultry farm are not covered by this insurance.

2.3.16. PULVERISING PLANTS WARRANTY

Warranted that pulverizing of other than metals and non-hazardous goods is prohibited in the insured premises.

2.3.17. ROPE WORKS (OTHERS) WARRANTY

Warranted that the use of plastics for rope manufacturing is prohibited.

2.3.18. RUBBER GOODS MANUFACTURING WARRANTY

Warranted that no spreading is carried out in the manufacturing process.

2.3.19. SILENT RISK WARRANTY

Warranted that no manufacturing/ storage activities are carried out in the risk it being a condition precedent to liability of the Company under this insurance that the Insured shall give at least 7 days advance notice in writing of the intention to change the nature of the occupancy and agreement of the Company thereof is signified by endorsement to the Policy.

2.3.20. STORAGE RISK OUTSIDE THE COMPOUND OF INDUSTRIAL/ MANUFACTURING RISKS WARRANTY

- i. Warranted that the presence of Hazardous goods of a higher Category does not exceed 5% of the total value of the stocks.
 - a. Storage of Non-Hazardous Goods Warranted that goods of Category I, II, III, Coir waste, Coir fibre and Caddies are not stored therein.
 - b. Storage of Category I Goods Warranted that goods of category II, III, Coir waste; Coir fibre and Caddies are not stored therein.



c. Storage of Category II & III Goods Warranted that Coir waste, Coir fibre and Caddies are not stored therein.

CLASSIFICATION BY THE TARIFF ADVISORY COMMITTEE

Materials are classified into three Categories depending on the properties indicated below:

CATEGORY I

Solids which are moderately or slightly combustible. Flammable liquids having flash points above 65° C. Inert and non-combustible gases. Highly toxic materials. Waste of non-hazardous materials.

CATEGORY II

Pyrotechnic materials. Flammable liquids having flash point between 32° C and 65° C. Moderate Oxidizing Agents and Oxygen. Materials which evolve combustible gases in contact with water. Waste of Category I materials.

CATEGORY III

Explosives. Materials which are self-ignitable. Flammable liquids having flash point below 32° C. Strong Oxidizing Agents. Combustible gases. Waste of Category II & III materials.

2.3.21. BOOK KEEPING WARRANTY

- i. Warranted that the Insured maintains on a continuous basis during the whole currency of the Policy a complete set of books, accounts and stock sheets or stock books showing a true and accurate daily record of all
 - a. inventories and stocks in trade of the Business,
 - b. transactions of inventories and stocks in trade including sales and purchases and inventories and stocks in hand and
 - c. monies pertaining to the Business including such being proceeds from sales as also records of such monies banked or otherwise removed from the Insured Premises and that such books, accounts and stock sheets or stock books shall be locked in a fire proof safe or removed to another secured building at night and at all times when the Insured Premises are not actually open for Business.
- ii. This warranty applies separately to each and every location out of which the Insured conducts his Business. Transfers or movements of inventories, stocks in trade and monies between the various Insured Premises or to another shall be Business within the meaning of this Warranty.
- iii. The due observance of the foregoing shall be a condition precedent to any liability of the Company to make any payment under this Policy.

2.3.22. FIRE EXTINGUISHING APPLIANCES WARRANTY

- i. Warranted that Fire Extinguishing Appliances in respect of which discount is given on the Premium Rates applied on the buildings and/or contents therein shall conform to the Tariff Advisory Committee regulations and shall be maintained in efficient working condition and an annual maintenance contract with an external agency shall be in force at all times throughout the currency of the Policy.
- ii. Internal/Internal and External Fire Extinguishing Appliances having been installed



in the premises referred to in this policy and a discount on items as permissible under the All India Fire Tariff having been allowed off the premium chargeable hereunder, it is warranted that the said appliances shall be maintained in efficient working order and conform to the norms laid down in the norms prescribed by the Tariff Advisory Committee and also the

- iii. It is further warranted that the Insurer shall be immediately apprised of any strike or lock-out in the premises.

2.3.23. BAKERIES

It is hereby declared and agreed that any damage to whisks, dough hook and beaters of dough mixers are specifically excluded from the scope of cover.

3. Burglary

Coverage Section

3.0.1. Perils Specified-

- i. Burglary or Housebreaking (theft following upon an actual forcible and violent entry of or exit from the premises by the person or persons committing such theft) or Hold-up;
- ii. Any damage falling to be borne by the Insured done to the premises described in the Schedule hereto following upon or occasioned by an actual forcible and violent entry of or exit from the premises or any attempt thereof by the person or persons committing or attempting to commit such theft.
- iii. Burglary resulting from Impact damages by falling trees/ electronic poles/ lamp posts/ breakage or collapse of TV, Radio, Satellite Dishes;
- iv. Repair/ Replacement cost of locks & keys for safes and doors subject to 5% of admissible claim or Rs. 2500 whichever is less. Liability for this clause is subject to liability being admitted by the insurance company under clause (i) & (ii);
- v. Repair cost of underground cable, pipes and overhead tanks subject to 5% of admissible claim or Rs. 2500 whichever is less. Liability for this clause is subject to liability being admitted by the insurance company under clause (i) & (ii).

3.0.2. CONDITIONS

- i. It is warranted that there shall be actual visible damage caused to the premises or part thereof or connected with violent and forcible entry in the premises.
- ii. It is warranted that adequate protection to the doors, windows and all other such openings in the premises are properly maintained during the currency of the Policy.
- iii. It is a condition precedent to liability under this Policy that:-
 - a. All protections in force at the premises at the inception of the cover or subsequently as stipulated by or agreed by the Company shall be in full operation securing the premises, whether the premises are closed for business or left unattended.
 - b. Any keys for the premises and or intruder alarm systems or safes and or strong

rooms and or any other secured area or device in which insured property is kept are removed from the premises whenever the premises are closed for business or left unattended.

- c. The Insured maintains the secrecy of codes for the Intruder Alarm Installation to authorized persons and no details of the same are left on the premises.
- iv. The Insured shall take all ordinary and reasonable precautions for the safety of the property insured, and shall as far as practicable make use of all locks, bolts, fastenings and other means of securing any safes, strong-rooms and premises in which such property is contained. The Insured shall keep books of account, and in relation to any merchandise, stock-in-trade or property of a similar nature, the Insured shall keep a record of all business purchases, sales and deliveries in and out of the premises.
- v. If at the time of any loss or damage happening to any property hereby insured there be any other subsisting insurance or insurances, whether effected by the Insured or by any other person or persons covering the same property, this Company shall not be liable to pay or contribute more than its ratable proportion of such loss or damage.
- vi. If the property hereby insured shall at the commencement of any destruction or damage 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 ratable proportion of the loss accordingly. Every item, if more than one, of the Policy shall be separately subject to this Condition.
- vii. All sums which may from time to time be paid by way of indemnity under this Policy in any one Period of Insurance shall be accounted in diminution of the Total Sum Insured so that in case of any subsequent event giving rise to a claim occurring during the same period the total amount payable during that period by the Company shall not in any case exceed the Total Sum Insured. In the event of the property lost, destroyed or damaged being replaced by other property, the Company will at the Insured's request extend this insurance by endorsement to include such property upon payment of the appropriate pro-rata additional premium.

3.0.3. Exclusions

This Policy does not cover the following unless specially mentioned in the Schedule and expressly insured by the Policy:

- i. Gold or Silver articles, watches jewellery precious stones medals coins curiosities sculptures manuscripts rare books plans patterns models mould and designs.
- ii. Deeds, bonds, Bills of exchange, promissory notes, money or securities for money, stamps, books of accounts, business books or documents, cheques, share certificates, promissory notes, tickets, stamp collection, coin collections, medals, plans, specifications, blue prints, moulds, document of title to goods, contracts or other legal documents, or documents of any other kind.
- iii. Loss or damage by fire or explosion however caused.
- iv. Loss or damage to plate glass whether forming part of the premises or otherwise.
- v. Loss or damage where any inmate or member of the Insured's household or of his business staff or any other person lawfully in the premises is concerned in the actual theft of or damage to any of the articles or premises or where such loss or damage has been expedited or in any way assisted or brought about by any such person or persons.
- vi. Loss or damage which either in origin or extent or directly or indirectly proximately or

remotely, occasioned by or contributed to by or which either in origin or extent directly or indirectly, proximately or remotely, arises out of or in connection with earthquake, volcanic eruption, typhoon hurricane, tornado, cyclone, or other convulsion of nature or atmosphere disturbance.

- vii. Loss or damage occasioned by loot, sack, spillage or pilferage.
- viii. 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.
- ix. Theft or attempted theft from yards, gardens, open spaces or out-buildings unless the contents thereof are specifically insured by the Policy.
- x. The first amount of each and every claim subject to 2% of the claim amount subject to a minimum of Rs. 2,500 for each and every claim loss or as stated in the Schedule as the Excess or Deductible.

This Policy shall cease to attach:-

- i. If the premises shall have been left uninhabited by day and night for seven or more consecutive days and nights while the premises shall have been left uninhabited.
- ii. If the Insured shall cause or suffer any material alteration to be made in the premises or anything to be done whereby the risk is increased; change or relax any of the safeguards for securing the premises.
- iii. To any property insured which shall be removed from the premises in which it is herein stated to be safe so far as is expressly provided for in the Policy or these conditions.
- iv. To any property the interest of the Insured which shall pass from the Insured otherwise than by will or operation of law; unless in every case the consent of the Company to the continuance of the insurance thereon is obtained and signified by a memorandum made on the Policy by or on behalf of the Company.

3.1. Riders

Not available.

3.2. Clauses

Not available.

3.3. Warranties

3.3.1. 24 Hour Security

It is warranted that 24 hour security is available at the insured premises,

4. Money insurance

Coverage Section

4.0.1. Money in safe

- 1) Any loss of Money belonging to the Business of the Insured from within the insured premises specified in the Schedule;
- 2) Any loss of money belonging to the Business of the Insured whilst kept at the Owner/Director/Proprietor's permanent place of residence within the geographical area necessitated only by bank/ government holiday, which otherwise would have been kept at any safe, strong-room or cash box securing Money within the insured premises. This extension is valid for a maximum of 24 hours from the time of withdrawal from the bank
- 3) Any reimbursement for reasonable cost of repairs to safe, strong-room or cash box securing Money subject to 5% of admissible claim or Rs. 2500 whichever is less. Liability for this clause is subject to liability being admitted by the insurance company under clause (1).

Definition : Money shall mean and include cash, bank notes, currency notes, bank drafts, cheques (whether open or crossed) postal orders, money orders, treasury notes, current postage and revenue stamps.

4.0.1.1. Conditions

- i. It is warranted that:
 - a. All Money not paid out on the day on which it is received from the Bank is secured in a locked cash box, safe or strong room after business hours.
 - b. a complete record of the amount of Money be kept in a secure place other than in any of the said safes and that the liability of the Company will be limited to the amount of the Money shown by such record at the time of the loss but not exceeding in all the limits as set out in the Schedule hereto.
 - c. The Insured shall take all ordinary and reasonable precautions for the safety of the Money.
 - d. Cash boxes or till drawers after business hours to be kept with their contents in a safe or strong room.
 - e. cash box, safe or strong room keys or duplicates thereof at all times be kept away from the portion of the premises in which such safe or strong room is situate and always out of sight of the public.
 - f. the premises if left unattended:
 - i. All locks, bolts and other protective devices are in full operation and the premises fully secured.
 - ii. All keys including those relating to cash boxes, safes or strong rooms and notes of combination locks to safes or strong rooms are removed from the premises.
 - iii. The room in which Money is kept is also securely locked.
 - g. Daily reconciliation of carryings/transactions is undertaken.
- ii. If at the time of any loss or damage happening to any property hereby insured there be any other subsisting insurance or insurances, whether effected by the Insured or by any other person or persons covering the same property, this Company shall not be liable to pay or contribute more than its ratable proportion of such loss or damage.
- iii. All sums which may from time to time be paid by way of indemnity under this Policy in any one Period of Insurance shall be deducted from the Limit of Indemnity so that in case of any subsequent event giving rise to a claim occurring during the same period the total amount payable during that period

by the Company shall not in any case exceed the Limit of Indemnity.

4.0.1.2. Exclusions

The Company shall not be liable in respect of any loss:

- i. Of Money in transit
- ii. Due to robbery, theft, fraud, dishonesty or collusion by any employee or agent of the Insured;
- iii. or damage insured by any other policy or policies except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this insurance not existed;
- iv. Arising out of shortages due to clerical or accounting errors, omissions, depreciation or direct or indirect consequential loss of any kind;
- v. Occurring elsewhere than within the premises specified in the Policy;
- vi. On premises which at the time are closed unless the Money is in a locked cash box or safe or strong-room and all openings (including all doors leading to the safe or strong-room) of the premises are fully secured;
- vii. From a cash box, safe or strong-room following use of its key(s) or any duplicate thereof belonging to the Insured unless this has been obtained by threat or by violence to the person in custody of the key(s);
- viii. Of Money whilst unattended or due to the use of counterfeit Money;
- ix. Occasioned by loot, sack, spillage or pilferage.
- x. Resulting from the Insured's voluntarily parting with Money or induced to do so by deception.
- xi. Coverage clause (2) is not operative if the money is kept at any employee's place of residence.
- xii. Being the first amount shown in the Schedule as the Excess or Deductible in respect of each and every claim.

4.0.2. Money in Transit

- i. Any loss of Money belonging to the Business of the Insured whilst such Money is in transit between either
- ii. The named business premises of the Insured and/or
- iii. The named business premises of the Insured and the premises of the Insured's bankers and/or
- iv. The locations or situations specified herein
- v. This insurance shall be subject to the following additional provisions:

4.0.2.1. Conditions

1. It is warranted that additional persons or guard(s) armed with firearms shall, in numbers specified herein, accompany any transit of Money when the amount involved is in excess of the amount specified herein.
2. All sums which may from time to time be paid by way of indemnity under this rider in any one Period of Insurance shall be deducted from the Total Sum Insured so that in case of any subsequent event giving rise to a claim occurring during the same period the total amount payable during that period by the company shall not in any case exceed Total Sum Insured
3. If at the time of any loss or damage happening to any property hereby insured

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

4.0.2.2. Exclusions

The Company shall not be liable in respect of any loss;

- i. occurring elsewhere than within the Geographical Area specified in respect of the insured transits;
- ii. of Money whilst unattended or from unattended vehicles due to the use of counterfeit Money;
- iii. if, unless agreed in writing by the Company, the Money while being transported is not in a carrying case specifically designed to carry Money;
- iv. if, unless agreed in writing by the Company, the Money is consigned to any person (other than a full time permanent employee of the Insured in employment of the Insured under an express contract of employment) agency or organisation engaged in the transportation of Money for third parties.
- v. due to robbery, theft, fraud, dishonesty or collusion by any employee or agent of the Insured;
- vi. occasioned by loot, sack, spillage or pilferage.
- vii. resulting from the Insured's voluntarily parting with Money or induced to do so by deception.
- viii. being the first amount shown in the Schedule as the Excess or Deductible in respect of each and every claim.

Warranted

Daily reconciliation of carryings/ transactions is undertaken.

4.0.3. Money at Till

- i. any reimbursement for reasonable cost of repairs to the till and or counter securing money subject to 5% of admissible claim or Rs. 1000 whichever is less. Liability for this clause is subject to liability being admitted by the insurance company under clause (1).
- ii. Money shall mean and include cash, bank notes, currency notes, bank drafts, cheques (whether open or crossed) postal orders, money orders, treasury notes, current postage and revenue stamps.
Money at Till/ Counter is, effective the date stated herein, extended to include any loss of Money occasioned by holdup, robbery during the business hours belonging to the Business of the Insured lying in the till and or counter within the insured premises specified in the Schedule;

4.0.3.1. CONDITIONS

It is warranted that:

- i. all Money not paid out on the day on which it is received from the Bank is secured in a locked cash box, safe or strong room after business hours.
- ii. a complete record of the amount of Money be kept in a secure place other than in any of the said safe and that the liability of the Company will be limited to the

amount of the Money shown by such record at the time of the loss but not exceeding in all the limits as set out in the Schedule hereto.

- iii. the Insured shall take all ordinary and reasonable precautions for the safety of the Money.
- iv. cash boxes or till drawers after business hours to be kept with their contents in a safe or strong room.
- v. Till, cash box, safe or strong room keys or duplicates thereof at all times be kept away from the portion of the premises in which such safe or strong room is situate and always out of sight of the public.
- vi. the premises if left unattended:
 - a.all locks, bolts and other protective devices are in full operation and the premises fully secured.
 - b.all keys including those relating to till, cash boxes, safes or strong rooms and notes of combination locks to safes or strong rooms are removed from the premises.
 - c.the room in which Money is kept is also securely locked.
 - d.If at the time of any loss or damage happening to any property hereby insured there be any other subsisting insurance or insurances, whether effected by the Insured or by any other person or persons covering the same property, this Company shall not be liable to pay or contribute more than its rateable proportion of such loss or damage.
 - e.All sums which may from time to time be paid by way of indemnity under this Policy in any one Period of Insurance shall be deducted from the Limit of Indemnity so that in case of any subsequent event giving rise to a claim occurring during the same period the total amount payable during that period by the Company shall not in any case exceed the Limit of Indemnity.

4.0.3.2. EXCLUSIONS

The Company shall not be liable in respect of any loss:

- i. of Money in transit
- ii. due to robbery, theft, fraud, dishonesty or collusion by any employee or agent of the Insured;
- iii. or damage insured by any other policy or policies except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this insurance not existed;
- iv. arising out of shortages due to clerical or accounting errors, omissions, depreciation or direct or indirect consequential loss of any kind;
- v. occurring elsewhere than within the premises specified in the Policy;
- vi. on premises which at the time are closed unless the Money is in a locked till cash box or safe or strong-room and all openings (including all doors leading to the safe or strong-room) of the premises are fully secured;
- Vii. from a till and or counter following use of its key(s) or any duplicate thereof belonging to the Insured unless this has been obtained by threat or by violence to the person in custody of the key(s);
- viii. of Money whilst unattended
- ix. due to the use of counterfeit Money;
- x. occasioned by loot, sack, spillage or pilferage.
- xi. resulting from the Insured's voluntarily parting with Money or induced to do so by deception.

Xii. being the first amount shown in the Schedule as the Excess or Deductible in respect of each and every claim.

4.1. Riders

Not Applicable.

4.2. Clauses

Not Applicable.

4.3. Warranties

4.3.1. BOOK KEEPING WARRANTY

- i. Warranted that the Insured maintains on a continuous basis during the whole currency of the Policy a complete set of books, accounts and stock sheets or stock books showing a true and accurate daily record of all
 - a. inventories and stocks in trade of the Business,
 - b. transactions of inventories and stocks in trade including sales and purchases and inventories and stocks in hand and
 - c. monies pertaining to the Business including such being proceeds from sales as also records of such monies banked or otherwise removed from the Insured Premises and that such books, accounts and stock sheets or stock books shall be locked in a fire proof safe or removed to another secured building at night and at all times when the Insured Premises are not actually open for Business.
- ii. This warranty applies separately to each and every location out of which the Insured conducts his Business. Transfers or movements of inventories, stocks in trade and monies between the various Insured Premises or to another shall be Business within the meaning of this Warranty.
- iii. The due observance of the foregoing shall be a condition precedent to any liability of the Company to make any payment under this Policy.

5. EMPLOYEE FIDELITY

The Insured shall sustain Direct Financial Loss

5.0.1. PERILS SPECIFIED

All such Direct Financial Loss as the Insured shall sustain by all acts of Fraud or Dishonesty committed by any of the Employed

- (a) during the Period of Indemnity and
- (b) during the uninterrupted continuance of employment of such Employed and
- (c) in connection with his occupation and discovered during the Period of Indemnity or within six months thereafter or within six months after the termination of such employment whichever shall happen first.

5.0.2. Definitions

1. Employed shall mean either

-any employee named herein of the Insured or
 -all employees of the Insured occupying a position named herein. Employee shall mean any person who has entered into a express contract of employment (other than employment of a temporary or casual nature) with the Insured. Employee shall not include any person with a proprietary or partnership interest of any nature in the Business of the Insured.

2. Period of Indemnity

Period of Indemnity shall mean -in respect of named employees the dates stated herein as the Period of Insurance or in any subsequent amendatory endorsement thereto. -in respect of named positions from the date upon which the employee is engaged by the Insured in the position guaranteed up to the date of expiry of the Policy. -any subsequent period for which the Insured shall pay and the Company shall agree to accept the renewal Premium.

3. Direct Financial Loss

Direct Financial Loss shall mean the loss of monies 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.

4. Fraud or Dishonesty

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

5. Any one Occurrence

Any one Occurrence shall mean one claim or series of claims arising out of one or more acts of fraud/ dishonesty on the part of one or more employees acting in collusion involving one or more business locations.

5.0.3. CONDITIONS

The liability of the Company shall in no case exceed

- (i) in respect of each Employed during the Period of Insurance, the Amount of Guarantee stated herein and
- (ii) in respect of more than one Employed acting in collusion, the maximum amount stated for Any One Occurrence defined as one loss or a series of losses arising out of one or more acts of Fraud or Dishonesty committed by one or more such Employed during the Period of Insurance and the amount remaining after deduction, from the amount stated herein as the Annual Aggregate Limit of Indemnity, for all other losses occurring during the same Period of Insurance. The Annual Aggregate Limit of Indemnity is defined as the maximum liability of the Company in respect of all losses from all occurrences during the Period of Insurance.
 - i. The Company shall not be liable to make any payment hereunder should there be any breach of any of the Warranties stated herein.
 - ii. The Company shall not be liable to make any payment hereunder if the nature of the Business of the Insured or the duties or conditions of service of any of the Employed shall be changed or the remuneration of any of the Employed reduced without the sanction of the Company or if the precautions and checks for securing accuracy of the accounts mentioned in the Proposal and

- correspondence relative thereto shall not be duly observed.
- iii. If this Policy shall be continued in force for more than one Period of Indemnity or if any liability shall exist on the part of the Company under this Policy and also under any other Policy in respect of fraud or dishonesty of the Employed the liability of the Company hereunder shall not be accumulated or increased thereby but the aggregate liability of the Company during any number of Periods of Indemnity and for any number of acts of fraud or dishonesty committed by the Employed shall not exceed the Amount of Guarantee set against the name of such Employed in the Schedule or the amount guaranteed under any other such Policy as aforesaid whichever is the greater.
 - iv. No amount shall be payable under this Policy in respect of any Employed by reason of any act committed after knowledge of any act of fraud or dishonesty on the part of the Employed or reasonable cause for suspicion thereof or any improper conduct shall have come to the Insured or of any representative of the insured to whom is entrusted the duty of superintendence over any of the Employed.
 - v. The Company shall not be liable to pay more than one claim in respect of any of the Employed.
 - vi. Any monies of any of the Employed in respect of whom a claim is made in the hands of the Insured and any monies which but for any act of fraud or dishonesty committed by such one of the Employed would have been due to that Employed from the Insured shall be deducted from the amount of the loss before a claim is made under this Policy. The Insured and the Company shall share any other recovery (excluding insurance and reinsurance and any counter security taken by the Company) made by either on account of any loss in the proportions that the amount of the loss borne by each bears to the total amount of the loss.
 - vii. The Company shall not be liable to make any payment hereunder if the nature of the Business of the Insured or the Company may at any time determine and cancel this Policy in respect of any person or persons specified in the Schedule hereof by registered letter to the Insured at his place of business last known to the Company provided that the Company shall in that event on demand return to the Insured a proportionate part of the premium corresponding to the unexpired term of the Policy in respect of such person(s).
 - viii. The Company shall not be bound to notice or be affected by any notice of any trust charge or alienation relating to any payment under this Policy but the receipt of the Insured or his legal personal representatives shall in any event be effectual discharge for the Company of its liabilities under the Policy.

Deductible:

The first amount of each and every claim subject to 2% of the claim amount subject to a minimum of Rs. 10,000 for each and every claim loss or as stated in the Schedule as the Excess or Deductible.

5.1. Riders

Not applicable.

5.2. Clauses

Not applicable.

5.3. Warranties:

5.3.1. Record of employees in insured positions to be maintained.

6. PLATE GLASS

Any plate glass described in the schedule be accidentally damaged.

6.0.1. PERILS SPECIFIED

Accidental Damage ("Damage" as hereinafter defined) by any cause not excluded by the Policy.

6.0.2. Definitions

- i. Plate Glass shall mean 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.

Plate Glass shall not include

- external signboards but if specifically declared can include Plate Glass of doors to the Premises
- glass that constitutes or is part of the building façade.

- ii. Damage shall mean sudden and accidental fracture visible to the naked eye extending through the entire thickness of the Plate Glass and shall not (unless specifically declared herein) include

- any other disfiguration or damage to the Plate Glass
- any disfiguration or damage only to the glazing or lettering or ornamentation and /or any surface treatment or surfacing thereon.

6.0.3. CONDITIONS

- i. The Insured shall take all due and proper precautions for the safety of the Plate Glass insured.
- ii. The Insured shall give the Company immediate notice of all or any circumstances which materially affect the risk covered by this Policy and in particular if any alterations be made to any of the insured Plate Glass or its framework or if any repairs or alterations take place in or about the Insured Premises or if the Business of the Insured changes or ceases or if the Insured Premises shall become unoccupied.
- iii. All insurance insofar as it pertains to an Insured Premises shall cease immediately upon the fall or displacement by any cause of the building in which the whole or part of the Insured premises are located or upon the occurrence of any event that either damages such building or renders the Insured Premises

either exposed or inaccessible unless due written notice has been received by the Company from the Insured requesting continuation of the insurance and the Insured has paid such additional Premium as may be deemed necessary by the Company with due regard for the increased hazards.

- iv. Upon the happening of Damage the Sum Insured shall stand reduced by the amount of such Damage. The Sum Insured shall be reinstated only upon the Insured paying to the Company the pro-rata premium for the unexpired Period of Insurance from the date of such Damage to the Expiry Date of the Policy for the amount of such Damage.
- v. If at the time of any Damage, the Plate Glass (inclusive of, if insured, any lettering or ornamentation and /or any surface treatment or surfacing thereon) hereby insured 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 ratable proportion of the loss accordingly. Every item if more than one of the Policy shall be separately subject to this Condition.
- vi. If at the time of the happening of any loss or damage covered by this Policy there shall be subsisting 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 ratable proportion of any loss or damage.

5.0.4. EXCLUSIONS

- i. The indemnity granted shall neither extend to nor cover :
- ii. Damage arising directly or indirectly from or in consequence of fire, heat, gas, lightning, explosion, burglary (or attempt thereat), storm (understood for the purpose of this insurance as any action of wind or any thing carried by it), flood, inundation, earthquake, strike, riot or civil commotion.
- iii. Damage arising from the Plate Glass being worked upon in any manner or during its removal or replacement or arising out of or in course of alterations to the Premises.
- iv. Frames or framework of any description or the cost of removal of any fittings, fixtures or other obstructions.
- v. Scratched, cracked or imperfect glass
- vi. Damage as a result of faulty workmanship and/or defective design of frames or framework or fittings or fixtures of any description.
- vii. Costs of recreating any glazing and/or lettering and /or ornamentation and /or any surface treatment or surfacing on the Damaged Plate Glass unless such is specifically declared for insurance hereon.
- viii. The first amount of each and every claim subject to 2% of the claim amount subject to a minimum of Rs. 500 for each and every claim loss or as stated in the Schedule as the Excess or Deductible.

7. Electronic Equipment Insurance (Material Damage)

7.0.1. Sub-Section A

The items or any part thereof entered in the Schedule shall suffer any unforeseen sudden physical loss or damage

7.0.2. Sub-Section B

The external data media entered in the Schedule inclusive of the information stored thereon, which can be directly processed in EDP systems, shall suffer any material damage caused

7.0.3. PERILS SPECIFIED Sub-Sections A and B

The Policy shall apply to the Insured items only after successful completion of their performance/acceptance test whether they are at work or at rest or being dismantled for the purpose of cleaning or overhauling or in the course of aforesaid operations themselves or when being shifted within the premises or during subsequent re-erection.

7.0.4. Sub-Section A

Any unforeseen sudden physical loss or damage from any cause, other than those specifically excluded, in a manner necessitating repair or replacement.

7.0.5. Sub-Section B

Any material damage caused by peril covered under Sub-Section A. This cover applies while the insured data media are kept on the Premises. Coverage against restoration of data hereunder is granted only if back-up system is available.

7.0.6. CONDITIONS

7.0.6.1. Sub-Sections A and B

- i. The Insured shall at his own expense take all reasonable precautions and comply with all reasonable recommendations of the Company to prevent loss, damage or liability and comply with statutory requirements and manufacturers recommendations.
 - a) Representatives of the Company shall at any reasonable time have the right to inspect and examine the risk and the Insured shall provide the representatives of the Company with all details and information necessary for the assessment of the risk.
 - b) The Insured shall immediately notify the Company by Telegram and in writing of any material change in the risk and cause at his own expenses such additional precautions to be taken as circumstances may require to ensure safe operation of the Insured items and the scope of cover and/or premium shall, if necessary, be adjusted accordingly.
- ii. 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 or telegram as well as in writing giving an indication as to the nature and extent of loss or damage;
 - b) Take all steps within his power to minimize the extent of the loss or damage;

- c) Preserve the parts affected and make them available for inspection by a representative or Surveyor of the Company;
- d) Furnish all such information and documentary evidence as the Company may require;
- e) Inform the police authorities in case of loss or damage due to theft or burglary.
- iii. The Company shall not in any case be liable for loss, damage or liability of which no notice has been received by the Company within 14 days of its occurrence.
- iv. Upon notification being given to the Company under this Condition, the Insured may carry out the repair or replacement of any minor damage not exceeding Rs. 5,000/- provided that the carrying out of such repairs without prejudice to any question of liability of the Company and that any damaged part requiring replacement is kept for inspection by the Company, but in all other cases a representative shall have the opportunity of inspecting the loss or damage before any repairs or alteration are effected.
- v. The liability of the Company under this Policy in respect of any item sustaining damage shall cease if said item is kept in operation after a claim without being repaired in the satisfaction of the Company or if temporary repairs are carried out without the Company's consent.

7.0.6.2. Sub-Section A

PROVISIONS

Sum Insured

It is a requirement of this insurance that the sum insured shall be equal to the cost of replacement of the insured property by new property of the same kind and same capacity, which shall mean its replacement cost including freight, dues and customs duties, if any and erection costs. The sum insured of the equipment insured under this section shall include the value of 'System Software'.

BASIS OF INDEMNITY

- a. In cases where damage to an insured item can be repaired the Company will pay expenses necessarily incurred to restore the damaged machine to its former state of serviceability plus the cost of dismantling and re-erection incurred for the purpose of effecting the repairs as well as ordinary freight to an from a repair shop customs duties and dues if any, to the extent such expenses have been included in the Sum Insured. If the repairs are executed at a workshop owned by the Insured, the Company will pay the cost of materials and wages incurred for the purpose of the repairs plus a reasonable percentage to cover overhead charges.
No deduction shall be made for depreciation in respect of parts replaced, except those with limited life, but the value of any salvage will be taken into account. If the cost of repairs as detailed herein above equals or exceeds the actual value of the machinery insured immediately before the occurrence of the damage, the settlement shall be made on the basis provided for in (b) below.
- b. In cases where an insured item is destroyed - the Company will pay the actual value of the item immediately before the occurrence of the loss, including costs for ordinary freight, erection and customs duties if any, provided such expenses have been included in the sum insured, such actual value to be calculated by deducting proper depreciation from the replacement value of the

- item. The Company will also pay any normal charges for the dismantling of the machinery destroyed, but the salvage will be taken into account.
- i. Any extra charges incurred for overtime, night-work, work on public holidays, express freight, are covered by this insurance only if especially agreed to in writing.
- ii. In the event of the Maker's drawings, patterns and core boxes necessary for the execution of a repair not being available the Company shall not be liable for the cost of making any such drawings, patterns and core boxes.
- iii. The cost of any alterations, improvements or overhauls shall not be recoverable under this Policy.
- c. The cost of any provisional repairs will be borne by the Company if such repairs constitute part of the final repairs, and do not increase the total repair expenses.
 - 1. In cases where the insured item is subjected to total loss and meanwhile it becomes obsolete, all cost necessary to replace the loss or damaged insured item with a follow-up model (similar type) of similar structure/configuration (of similar quality) i.e. low, average or high capacity - will be reimbursed.
 - 2. If the sum insured is less than the amount required to be insured as per Provision-1 herein above, the Company will pay only in such proportion as the sum insured bears to the amount required to be insured. Every item if more than one shall be subject to this Condition separately.
 - 3. The Company will make payments only after being satisfied, with necessary bills and documents that the repairs have been effected or replacements have taken place as the case may be. The Company may, however, not insist for bills and documents in case of total loss where the insured is unable to replace the damaged equipment for reasons beyond their control. In such cases claims can be settled on 'Indemnity Basis'.

7.0.7. WARRANTY

- i. It is warranted that the Maintenance Agreement in force at the inception of this Policy and no variation in their terms of the agreement shall be made without the written consent of the Company being obtained.
- ii. For the purpose of this Warranty the word 'Maintenance' shall mean the following: a) Safety checks; b) Preventive maintenance; c) Rectification of loss or damage of faults arising from normal operation as well as from aging.

Sub-Section B

PROVISIONS

- 1. Memo 1-Sum Insured
 - i. It is a requirement of this insurance that the sum insured shall be the amount required for restoring the insured external data media by replacing lost or damaged data media by new material and reproducing lost information.
- 2. Memo 2-Basis of Indemnity
 - i. The Company will indemnify any expenses that can be proved to have been incurred by the Insured within a period of 12 months as from the date of the occurrence strictly for the purpose of restoring the insured external data media to a condition equivalent to that existing prior to the occurrence and necessary



- for permitting data processing operations to be continued in the normal manner.
- ii. If it is not necessary to reproduce lost data or information, or if such reproduction is not effected within 12 months after the occurrence, the Company shall only be liable to indemnify the expenses incurred for replacing the lost or damaged data media themselves by new material.
- iii. As from the date of an indefinable occurrence the sum insured shall be reduced for the remaining Period of Insurance by the amount of indemnity paid, unless the sum insured is reinstated.

EXCLUSIONS

The Company will not indemnify the Insured in respect of loss, damage or liability directly caused by or arising out of or aggravated by:

Sub-Sections A and B

PROVISIONS

- i. Willful act or willful negligence of the Insured or his representative;
- ii. Cessation of work whether total or partial.
- iii. Cost Incurred/time involved in the movement of machinery and/or any other property and/or personnel outside the territorial limits of India other than the cost of delivery of replacement, for machinery lost or damaged.
- iv. Derangement of the Insured property not accompanied by damage otherwise covered by this Policy.
- v. Loss of or damage to the property covered under this Policy falling under the terms of the Maintenance Agreement.
- vi. Loss destruction or damage directly occasioned by pressure wave caused by aircraft and other serial devices traveling at sonic or supersonic speeds.
- vii. Confiscation, commandeering by a group of malicious person or persons acting on behalf of or in connection with any political organisation, requisition or destruction or damage by order of any government de-jure or de-facto or any public, municipal or local authority
- viii. In any action, suit or other proceeding where the Company allege that by reason of the provisions of the above exclusions, any loss, destruction, damage or liability is not covered by this insurance, the burden of proving that such loss, destruction, damage or liability is covered shall be upon the Insured.

Normal Excess

Section I- Electronic Equipment	Winchester Drive and. Or Hard Disc
Equipment	



Drive

(other than Winchester Drive and/ or hard Disc Drive)

Equipment value upto Rs. 1 lakh	5 % of claim amount subject to a minimum of Rs.1, 000/-	10 % of claim amount subject to a minimum of Rs. 2, 500/-
Equipment value more than Rs.1 lakh	5 % of claim amount subject to a minimum of Rs.2, 500/-	25 % of claim amount subject to a minimum of Rs. 10,000/-
Personal Computer	5 % of claim amount subject to a minimum of Rs.2, 500/-	
7.1. Riders		
7.1.1. TERRORISM DAMAGE ENDORSEMENT		

1. Notwithstanding any provision to the contrary within this insurance it is agreed that this insurance 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.
2. For the purpose of this warranty an act of terrorism means an act, 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 governments(s) committed for political, religious, ideological or similar purpose including the intention to influence any government and/or to put the public, or any section of the public in fear.
3. The warranty also excludes loss, damage, cost or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or to in any way relating to action taken in respect of an act of terrorism.
4. If the Company alleges that by reason of this exclusion, any loss, damage, cost or expenses is not covered by this insurance the burden of proving the contrary shall be upon the Insured.
5. In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

7.0.1. EXCLUSION OF DAMAGE CAUSED BY FIRE AND ALLIED PERILS

Notwithstanding the conditions, provisions and other endorsements of this Policy, it is hereby agreed and understood that the Company shall not be liable to indemnify the Insured in respect of any loss, damage or liability directly or indirectly caused by or resulting from-

- I. Fire (including losses arising out of fire fighting and rescue work).
- II. Lightning
- III. Explosion / implosion.
- IV. Riot, strike and Malicious Damage.

- V. An act of terrorism committed by a person or persons acting on behalf of or in connection with any organization and / or the action of any lawfully constituted authority in suppressing or attempting to suppress any such act of terrorism or in minimizing consequences thereof. VI.Impact by any rail / road vehicle or animals.
- VII. Aircraft and other aerial and / or space devices and / or articles dropped t herefrom.
- VIII. Storm, cyclone, typhoon, tempest, hurricane, tornado, flood, and inundation.
- IX. Subsideance and Landslide including Rockslide.
- X. Earthquake Fire and shock.

7.0.1.1. Sub-Section A

The Company shall not be liable for

- i. The Excess stated in the Schedule to be borne by the Insured in any one occurrence; if more than one item is lost or damaged in one occurrence, the Insured shall not, however, be called upon to bear more than the highest single Excess applicable to such items;
- ii. Loss or damage caused by any faults or defects existing at the time of commencement of the present insurance within the knowledge of the insured, or his representatives, whether such faults or defects were known to the Company or not;
- iii. Loss or damage as a direct consequence of the continual influence of operation (e.g. wear and tear, cavitations, erosion, corrosion, incrustation) or of gradual deterioration due to atmospheric conditions.
- iv. Any costs incurred in connection with the elimination of functional failures unless such failures were caused by an indemnifiable loss of or damage to the insured items.
- v. Any cost incurred in connection with the maintenance of the insured items, such exclusion also applying to parts exchanged in the course of such maintenance operations;
- vi. Loss or damage for which the manufacturer or supplier of the insured items is responsible either by law or under contract.
- vii. Loss of or damage to rented or hired equipment for which the owner is responsible either by law or under a lease and/or maintenance agreement.
- viii. Loss of or damage to bulbs, valves, tubes, ribbons, fuses, seals, belts, wires, chains, rubber tyres, exchangeable tools, engraved cylinders, objects made of glass, porcelain or ceramics, sleeves or fabrics, or any operating media (e.g. lubricating oil, fuel; chemicals).
- ix. Aesthetic defects, such as scratches on painted polished or enameled surfaces.
- x. In respect of the parts mentioned under i) and j) above the Company shall be liable to provide compensation in the event that such parts are effected by an indemnifiable loss of or damage to the insured items.

7.0.1.2. Sub-Section B

The Company shall, however, not be liable for:

- i. the Excess stated in the Schedule to be borne by the Insured in any one occurrence;
- ii. any cost arising from false programming, punching, labeling or inserting, inadvertent canceling of information or discarding of data media, and from loss of information caused by magnetic fields;
- iii. consequential loss of any kind or description whatsoever.

8. Personal Accident

8.0.1. The Insurer will pay to the Insured as hereinafter mentioned.

- i. If at any time during the currency of this Policy, the Insured Person shall sustain any bodily injury resulting solely and directly from accident caused by external, violent and visible means, then the Company shall pay to the Insured or his legal personal representative(s) as the case may be, the sum or sums hereinafter set forth, that is to say:-
- ii. If such injury shall within Twelve calendar months of its occurrence be the sole and direct cause of the death of the Insured Person, the Capital Sum Insured (CSI) stated in the Schedule hereto.
- iii. If such injury shall within Twelve calendar months of its occurrence be the sole and direct cause of the total and irrecoverable loss of :
 - i.Sight of both eyes or of the actual loss by physical separation of the two entire hands or two entire feet or one entire hand and one entire foot or of such loss of sight of one eye and such loss of one entire hand or one entire foot, the Capital Sum Insured stated in the Schedule hereto.
 - ii.Use of two hands or two feet, or of one hand or one foot, or of such loss of sight of one eye and such loss of one hand or one foot, the Capital Sum Insured stated in the Schedule hereto.
- iv. If such injury shall within Twelve calendar months of its occurrence be the sole and direct cause of the total and irrecoverable loss of :
 - i.the sight of one eye, or of the actual loss by physical separation of one entire hand or one entire foot, fifty percent (50%) of the Capital Sum Insured stated in the Schedule hereto.
 - ii.Total and irrecoverable loss use of a hand or a foot without physical separation fifty percent (50%) of the Capital Sum Insured stated in the Schedule hereto.
- v. NOTE:-For the purpose of Clause x(i) and Clause (ii) above, 'physical separation' of hand means separation at or above the wrist and of the foot at or above the ankle.
- vi. If such injury shall as a direct consequence thereof, immediately, permanently, totally and absolutely, disable the Insured person from engaging in any employment or occupation of any description whatsoever, then lump a sum equal to hundred percent (100%) of the Capital Sum Insured.
- vii. In such injury shall within twelve calendar months of its occurrence be he sole and direct cause of the total and / or partial and irrecoverable loss of use or of the actual loss by physical separation of the following, then the percentage of the Capital Sum Insured as indicated below shall be payable:

	Percentage of Capital Sum Insured
i)Loss of toes-all	20
Great both phalanges	05
Great one phalanx	20
Other than great, if more than once toe lost for each	01
ii)Loss of hearing both ears	75
iii)Loss of hearing one ear	30

iv) Loss of four fingers and thumb of one hand	40
v) Loss of four fingers	35
vi) Loss of thumb both phalanges	25
- one phalanx	10
vii) Loss of index fingers	
- three phalanges two phalanges one phalanx	10
Loss of middle finger	
- three phalanges two phalanges one phalanx	06
ix) Loss of ring finger	
- three phalanges two phalanges one phalanx	05
x) Loss of little finger	
- three phalanges two phalanges one phalanx	04
xi) Loss of metacarpals first or second (additional) third, fourth or fifth (additional)	03
xii) Any other permanent partial disablement	percentage as assessed by the panel doctor of the Company

- (f) If such injury shall be the sole and direct cause of Temporary Total Disablement, then so long as the Insured Person shall be totally disabled from engaging in any employment occupation of any description whatsoever, a sum at the rate of one percent (1%) of the capital Sum Insured, stated in the Schedule hereto, per week but in any case not exceeding Rs.3,000/- per week in all under all policies.

Provided that the compensation payable under the foregoing Clauses (f) shall not be payable for more than 100 weeks in respect of any one injury calculated from the date of commencement of the disablement and in no case shall exceed the Capital Sum Insured.

8.0.2. SPECIAL FREE BENEFITS

i. CARRIAGE OF DEAD BODY :

It is hereby agreed that in the event of the death of the Insured Person due to accident, as defined in the Policy, outside his / her residence, the Company shall pay, in addition to the amounts payable under Sub-Clause (a), for transportation of Insured Person's dead body to the place of residence a sum of 2% of Capital Sum Insured or Rs.2,500/- whichever is less.

EDUCATION GRANT :

- I. In the event of death or permanent total disablement of the Insured due to an

accident as defined, the Policy shall pay as education grant for the dependent children as below:

- ii. If the Insured Person has one dependent child below the age of 25 years, an amount equal to 10% of CSI subject to a maximum of Rs. 5,000/-
- iii. If the Insured Person has more than one dependent child below the age of 25 years, an amount equal to 10% of CSI subject to maximum of Rs. 10,000/-
 - i. The payment as above will be made along with the CSI to the same person (s) who is /are entitled to receive CSI.
 - ii. Provided that if there be any other subsisting personal accident Insurance (s) covering the Insured Person then the total benefits under this regulation, under all such policies, shall be limited to a maximum of Rs. 5,000/- in case there is one dependent child and Rs. 10,000/- in case there is more than one dependent child. The amount so payable shall be borne by all the policies in proportion to the original sum insured.

8.0.3. EXCEPTIONS

PROVIDED ALWAYS THAT:

- i. The Company shall not be liable under this Policy for:
- ii. Compensation under more than one of the foregoing Sub-Clauses in respect of the same period of disablement.
- iii. Any other payment after a claim under one of the Sub-Clauses (i), (ii) or (iii) has been admitted and become payable. This would not apply to payments made under medical expenses extension, education grant and expenses for carriage of dead body.
- iv. Any payment, in case more than one claim under the Policy, during any one period of insurance by which the maximum liability of the Company in that period would exceed the sum payable under sub-clauses (a) of this policy. This would not apply to payments made under medical expenses extension, education grant and expenses for carriage to dead body.
- v. Payment of compensation until the total amount shall have been ascertained and agreed.
- vi. Payment of compensation in respect of Death, Injury or Disablement of the Insured (a) from intentional self injury, suicide or attempted suicide, (b), whilst under the influence of Intoxicating liquor or drugs (c) whilst engaging In Aviation or Ballooning whilst mounting into, dismounting from or traveling in any balloon or aircraft other than as a passenger (fare paying or otherwise) in any duly licensed standard type of aircraft anywhere in the world, (d) directly or indirectly caused by venereal disease/s, AIDS or insanity, (e) arising or resulting from the Insured committing any breach of law with criminal Intent.
- vii. 'Standard type of Aircraft' means any aircraft duly licensed by appropriate authority to carry passengers (for hire or otherwise) irrespective of whether such an aircraft is privately owned OR chartered OR operated by a regular airline OR whether such an aircraft has a single engine or multi-engine.
- viii. Payment of compensation in respect of Death, Injury or Disablement of the Insured person due to or arising out of or directly or indirectly connected with or traceable to: War, Invasion, Act of Foreign enemy, Hostilities (Whether war be declared or not), Civil War, Rebellion, Revolution, Insurrection, Mutiny, Military or

- Usurped Power Seizure, Capture, Arrests, Restraints and Detainments by all kings, princes and people of whatsoever nation, condition or quality.
- ix. Payment of Compensation in respect of death or bodily injury or any disease of illness to the Insured Person.
 - x. directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exception, combustion shall include any self-sustaining process of nuclear fission.
 - xi. directly or indirectly caused by or contributed to by or arising from nuclear weapon material. Provided also that the due observance and fulfillment of the terms and conditions of this Policy (which conditions and all endorsements hereon are to be read as part of this Policy) shall so far as they relate to anything to be done by the Insured be a condition precedent to any liability of the Company under this Policy.
 - xii. Pregnancy Exclusion Clause : The Insurance under this Policy shall not extend to cover death or disablement resulting directly or indirectly caused by, contributed to or aggravated or prolonged by child-birth or from pregnancy or in consequence thereof.

8.0.4. CUMULATIVE BONUS

Compensation payable under clauses (i), (ii), (iii) and (iv) of the Policy viz. Death, loss of limb (s) or sight and Permanent Total Disablement arising out of accidental injuries shall be increased by 5% thereof in respect of each completed year during which the Policy shall have been in force, prior to the occurrence of an accident for which capital sum becomes payable but amount of such increases shall not exceed 50% of the Capital Sum Insured stated in the Schedule herein. This Cumulative Bonus is applicable to CSI which is renewed continuously. This clause shall not in any way alter the annual character of the Insurance or the right of the Company to decline to renew or to cancel this Policy as hereinafter provided.

The earned Cumulative Bonus will not be lost if the Policy is renewed within 30 days after its expiry.

8.0.5. CONDITIONS

- i. Upon the happening of any event which may give rise to claim under this Policy, Written notice with full particulars must be given to the Company immediately. In case of death, written notice also for the death must, unless reasonable cause is shown, be so given before interment, cremation and in any case, within one calendar month after the death, and in the event of loss of sight or amputation of limbs, written notice thereof must also be given within one calendar month after such loss of sight of amputation.
- ii. Proof satisfactory to the Company shall be furnished of all matters upon which a claim is based. Any Medical or other agent to the Company shall be allowed to examine the Insured person on the occasion of any alleged injury or disablement when and as often as the same may reasonably be required on behalf of the company and in the event of death, to make a post-mortem examination of the insured. Such evidence as the Company may from time to time require shall be furnished and a post-mortem examination report if necessary be furnished within the space fourteen days after demand in writing and in the event of claim in

- respect of loss of sight the insured shall undergo at the Insured's expenses such operation or treatment as the Company may reasonably deem desirable. Provided that all sums payable hereunder shall be payable.
- iii. In case of death or permanent total disablement only after deleting by an endorsement the name of the insured person in respect of whom such sum shall become payable without any refund or premium.
 - a. In case of Permanent Partial Disablement (PPD) only after reduction by an endorsement of CSI by the amount admissible under the claim in respect of the Insured Person and
 - B. In case of Temporary Disablement (TTD) upon termination of such disablement.
 - iv. No sum payable under this policy shall carry interest.
 - v. The Company shall not be liable to make any payment under this policy in respect of any claim if such claim be in any manner fraudulent or supported by any fraudulent statement or device, whether by the insured or by any person on behalf of the insured.
 - vi.
 - (a) The insured shall give immediate notice to the company of any change in the business or occupation of the insured person.
 - (b) The insured shall, on tendering any premium for the renewal of this Policy, give notice in writing to the company of any disease, physical defect or infirmity with which he has become affected since the payment of last preceding premium.
 - vii. This policy may be renewed by mutual consent every year and in such event the renewal premium shall be paid to the Company on or before the date of expiry of the Policy or of the subsequent renewal thereof. The Company shall not, however, be bound to give notice that such renewal premium is due.
 - viii. The Company may at any time, by notice in writing, cancel this Policy, provided that the Company shall in that case return to the insured the then last paid premium less a prorata part thereof for the portion of the current insurance period which shall have expired. Such notice shall be deemed sufficiently given if posted and addressed to the insured at the address last registered in the Company's books and shall be deemed to have been received by the insured at the time when the same would be delivered in the ordinary course of post.
 - ix. OR the policy may be cancelled at any time by the insured by a notice in writing under a certificate of posting or a Regd. A.D. Such notice shall be deemed to be effective from the date of dispatch of the same by the insured.
 - x. PROVIDED no claim has arisen under the within mentioned Policy prior to the dispatch of such notice by the insured to the company, the insured would be entitled to the return of premium less premium at company's short period rates for the policy has been in force.
 - xi. The Company shall not be bound to take notice or be affected by any notice of any trust, charge, lien, assignment or other dealing with or relating to this Policy but the receipt of the insured or his legal personal representatives shall in all cases be an effective discharge to the Company.
 - xii. If any 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 an arbitrator, to be appointed in writing by the parties in difference, or if they cannot agree upon a single arbitrator, to the decision of two disinterested persons as arbitrators of whom one shall be appointed in writing by each of the parties within two calendar months after having been required so to do in writing by the other party in

accordance with the provisions of the Arbitration Act, 1940, as amended from time to time and for the time being in force. In case either party shall refuse or fail to appoint an arbitrator within two calendar months after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole arbitrator and in case of disagreement between the arbitrators the difference shall be referred to the decision of an umpire who shall be appointed by them in writing before entering on the reference and who shall sit with the arbitrators and preside at their meetings.

- xiii. It is clearly agreed and understood that no difference or dispute 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.
- xiv. 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 or umpire of the amount of the loss or damage shall be first obtained.
- xv. It is also 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 court of law, then the claim shall for all purpose be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

9. MACHINERY BREAKDOWN

Machinery Breakdown

Any insured property specified in the attached Schedule(s) shall sustain unforeseen and sudden physical damage whilst in the premises therein mentioned necessitating its immediate repair or replacement.

9.0.1. PERILS SPECIFIED

Unforeseen and sudden physical damage by any cause not herein excluded to any insured property after successful completion of their performance/acceptance tests, whether they are at work or at rest, or being dismantled for the purpose of cleaning or overhauling, or in the course of the aforesaid operations themselves or when being shifted within the premises, or during subsequent re-erection.

9.0.2. CONDITIONS

- a) **SUM INSURED**
It is a requirement of this insurance that the Sum Insured shall be equal to the cost of replacement of the insured property by new property of the same kind and same capacity, which shall mean its replacement cost including freight, dues and customs duties, if any and erection costs.
- b) **BASIS OF INDEMNITY**
(i) In cases where damage to an insured item can be repaired, the Company will pay expense necessarily incurred to restore the damaged machine to its

former state of serviceability plus the cost of dismantling and re-erection incurred for the purpose of effecting the repairs as well as ordinary freight to and from a repair shop, custom duties and dues if any to the extent such expenses have been included in the Sum Insured. If the repairs are executed at a workshop owned by Insured the Company will pay the cost of materials and wages incurred for the purpose of the repairs plus a reasonable percentage to cover overhead charges.

No deduction shall be made for depreciation in respect of parts replaced except for :

- a) wear and tear of parts and
- b) parts for which manufacturers have specified a fixed life for use and the like but the value of any salvage will be taken into account.

If the cost of repairs as detailed herein above equals or exceeds the actual value of the machinery insured immediately before the occurrence of the damage, the settlement shall be made on the basis provided for in (ii) below.

(ii) In cases where an insured item is destroyed the Company will pay the actual value of the item immediately before the occurrence of the loss, including costs for ordinary freight, erection and customs duties if any, provided such expenses have been included in the Sum Insured, such actual value to be calculated by deducting proper depreciation from the replacement value of the item. The Company will also pay any normal charges for the dismantling of the machinery destroyed but the salvage will be taken into account.

1. Any extra charges incurred for overtime, night-work, work on public holidays, express freight, are covered by this insurance only if especially agreed to in writing.
 2. In the event of the makers' drawings, patterns and core boxes necessary for the execution of a repair not being available, the Company shall not be liable for the cost of making any such drawing patterns and core boxes.
 3. The cost of any alterations, improvements, or overhauls shall not be recoverable under this Policy.
 4. The cost of any provisional repairs will be borne by the Company if such repairs constitute part of the final repairs and do not increase the total repair expenses.
 5. If the Sum Insured is less than the amount required to be insured as per Provision 1.a) hereinabove, the Company will pay only in such proportion as the Sum Insured bears to the amount required to be insured. Every item if more than one shall be subject to this Condition separately.
 6. The Company will make payments only after being satisfied, with the necessary bills and documents that the repairs have been effected or replacements have taken place, as the case may be. The Company may, however, not insist for bills and documents in case of total loss where the Insured is unable to replace the damaged equipments for reasons beyond their control. In such cases claims can be settled on 'Indemnity Basis'.
- c) **INSPECTION OF TURBINES AND TURBO-GENERATORS** All Mechanical and Electrical parts of any steam turbine, gas turbine, water turbine generators shall be inspected and overhauled thoroughly under the supervision of Makers representatives, in a completely opened up state at least every two years: for turbines or generators exceeding 30000 kW, such inspection and overhaul shall take place after 32000 hours of operation or every four year. The cost of

inspection and overhauling shall be borne by the Insured and a copy of the Report issued by the Maker's representatives or competent agency on such inspection and overhauling shall be furnished to the Company immediately after the work has been carried out.

The Insured shall arrange for these regular inspections in such a way as to enable the Company's representative to be present at the inspection at their own expenses. The Company shall be notified at least seven days in advance of the commencement of any overhauling necessary according to expert opinion.

If the Insured fails to comply with the requirements of this Condition the Company shall be free from all liability for loss or damage caused by any circumstances, whatsoever.

The Insured may apply for any extension of the period between any two regular inspections and such extension may be considered if in the opinion of the Company the risk is not aggravated thereby.

d. 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 overloaded. The Insured shall fully observe the manufacturers 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 an insured item.
- (iii) Departure from prescribed operating conditions, whereby the risk of loss or damage increases.
- (iv) Change 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 is agreed by endorsement signed by the Company.

9.0.3. Duties following an accident

- i. 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 or telegram 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 damages or liability

(c) Preserve the damage 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.

- ii. 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.
- iii. Upon notification of a claim being given to the Company, the Insured may proceed with the repair of any minor damage not exceeding Rs. 2,500/- provided that the carrying out of such repair is without prejudice to any question of liability of the Company and that any damaged part requiring replacement is kept for inspection by the Company but in all other cases a representative of the Company shall have the opportunity of inspecting the damage before any alteration, repairs, or replacements are effected. Nothing contained herein shall prevent the Insured from taking such steps as are absolutely necessary to maintain the operation of the plant.
- iv. The liability of the Company under this Policy in respect of any item of property sustaining damage, for which indemnity is provided shall cease if the said item is kept in operation without being repaired to the satisfaction of the Company.

9.0.4. Position after a claim

- a) 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 the repaired item is again put to work. For subsequent periods of insurance the original indemnity and premium are again in force unless circumstances justify an alteration.
- b) If at the time any claim arises under this Policy there is any other insurance covering the same loss damage or liability the Company shall not be liable to pay or contribute more than its ratable proportion of such loss damage or liability.

9.0.5 Exclusions

- a) The Company shall not be liable under this Policy in respect of:
 - Loss, damage and/or liability caused by or arising from or in consequence, directly or indirectly, of Fire including extinguishment of a fire or clearance of debris and dismantling necessitated thereby, smoke, soot, aggressive substance, lightning, explosion of any kind (other than bursting or disruption of turbines, compressors, cylinders of steam engines, hydraulic cylinders or fly wheels or other apparatus subject to centrifugal force, internal pressure) theft, collapse of building, subsidence, landslide, rockslide, water which escapes from water containing apparatus, flood, inundation, storm, tempest, earthquake, volcanic eruption or other. Acts of God impact of land-borne, waterborne or airborne craft or other serial devices and/or articles dropped there from.
 - Any loss or damage by fire within the electrical appliances and installation insured by this Policy arising from or occasioned by overrunning excessive pressure, short circuiting, arcing self heating or leakage of electricity, from

whatever cause (lightning included), is covered provided that this extension shall apply only to the particular electrical machine, apparatus, fixture, fittings or portions of the electrical installation so affected and not to other machines, apparatus, fixtures, fittings or portions of the electrical installation which may be destroyed or damaged by fire so set up.

- b) Accident, loss, damage and/or liability resulting from overload experiments or tests requiring the imposition of abnormal conditions.
- c) Gradually developing flaws, defects, cracks or partial fractures in any part not necessitating immediate stoppage although at some future time repair or renewal of the parts affected may be necessary.
- d) Deterioration of or wearing away or wearing out of any machine caused by or naturally resulting from normal use of exposure.
- e) Loss damage and/or liability caused by or arising out of the willful act or willful neglect or gross negligence of the Insured or his responsible representatives.
- f) Liability assumed by the Insured by agreement unless such liability would have attached to the Insured not withstanding such agreement.
- g) Loss, damage and/or liability due to faults or defects existing at the time of commencement of this insurance and known to the Insured or his responsible representatives but not disclosed to the Company.
- h) Loss, damage and/or liability due to explosions in Chemical Recovery Boilers, other than pressure explosions for eg. Smelt, chemical, ignition, explosions etc.

2. SPECIAL EXCLUSIONS

The Company shall not be liable for:

- a) The Excess, as stated in the Schedule, to be first borne by the Insured, out of each and every claim; where more than one item is lost or damaged in one and the same occurrence, the Insured shall not, however, be called upon to bear more than the highest Excess applicable to any one such item.
- b) Loss of or damage to belts, ropes, chains, rubber tires, dies, moulds, blades, cutters, knives, or exchangeable tools, engraved of impression cylinders or rolls; objects made of glass, porcelain, ceramics, all operating media (e.g. lubricating oil, fuel, catalyst, refrigerant, Dow therm), felts, endless conveyor belts or wires, sleeves, fabrics, heat resisting and anti-corrosive lining and parts of similar nature, packing material, parts not made of metal, (except insulation material), and non-metallic lining or coating of metal parts; unless loss or damage to the equipments/machinery is indemnifiable in terms of the Policy.
- c) Loss or damage for which the manufacturer or supplier or repairer of the property is responsible either by law or under contract.
In any action, suit or other proceeding where the Company alleges that by reason of the provision of the exceptions or exclusions above any loss, destruction, damage or liability is not covered by insurance, the burden of proving that such loss, destruction, damage or liability is covered shall be upon the Insured.

3. EXCESS : Equipment

NORMAL EXCESS - Unless and otherwise specifically mentioned the following Excess will apply -

Equipment	Excess against each claim
Excess applicable for Glass Lined Vessels, Glass & Graphite equipments -	
	Excess shall be 10 % of Sum Insured for each claim.
For other items -	
a) Furnace Transformers	Excess shall be 2% of Sum Insured subject to minimum of Rs. 250/-.
b) Photo Copiers	Excess shall be 5% of Sum Insured subject to minimum of Rs. 1000/-.
For items other than (a) and (b) above -	
Sum Insured (SI) upto Rs. 2.5 crores	1.0% of Sum Insured subject to a minimum of Rs. 250/-
Sum Insured more than Rs 2.5 Crores and upto Rs. 5.0 Crores.	0.8% of Sum Insured subject to a minimum of Rs. 2,50,000/-
Sum Insured more than Rs. 5.0 Crores and upto Rs. 10.0 Crores.	0.6% of Sum Insured subject to a minimum of Rs.4, 00,000/-
Sum Insured more than 10.0 crores	0.5% of Sum Insured subject to a minimum of Rs.6, 00,000/-

9.1. MACHINERY BREAKDOWN RIDERS

9.1.1. AIR FREIGHT CLAUSE

- i. In consideration of the Insured having paid the agreed extra premium, is hereby declared and agreed that the Policy shall also indemnify towards Air Freight incurred by the Insured in connection with the indemnifiable loss under the Policy.
- ii. The total indemnification during Period of Insurance shall not exceed the Limit of Indemnity stated in the Schedule in respect of this Clause.
- iii. Each and every claim shall be subject to a minimum Excess of 5 % of the admissible Air Freight incurred over and above the excess as applicable under the Policy.

9.1.2. ESCALATION CLAUSE

- i. In consideration of the payment of an additional premium amounting to 50% of the premium produced by applying the specified percentage to the first or the annual premium as appropriate on the item(s) specified in the Schedule in respect of this Clause, the Sum(s) Insured thereby shall, during the Period of Insurance, be increased each day by an amount representing 1/365th of the specified percentage increase per annum.
- ii. Unless specifically agreed to the contrary the provisions of the Clause shall only apply to the sums insured in force at the commencement of each Period of Insurance.

- iii. At each Renewal Date the Insured shall notify the Company :
 - (i) the Sums to be insured under each item above, but in the absence of such instructions the Sums Insured by the above items shall be those stated on the Policy (as amended by any endorsement effective prior to the aforesaid renewal date) to which shall be added the increases which have accrued under this Clause during the Period of Insurance up to that renewal date, and
 - (ii) the specified percentage increase(s) required for the forthcoming Period of Insurance, but in the absence of instructions to the contrary prior to the renewal date the existing percentage increase shall apply for the Period of insurance from renewal.

9.1.3. EXPRESS FREIGHT CLAUSE

- i. It is agreed and understood that otherwise subject to the Insured having paid the agreed extra premium, this insurance shall be extended to cover extra charges for express freight (excluding air freight).
- ii. Provided always that such extra charges are incurred in connection with any loss or damage to the insured items recoverable under the Policy.
- iii. If the Sum(s) Insured of the demand item(s) is/are less than the amount(s) required to be insured the amount payable under this Endorsement for such extra charges shall be reduced in the same proportion.

9.1.4. ADDITIONAL CUSTOMS DUTY CLAUSE

- i. In consideration of the Insured having paid the agreed additional premium it is hereby declared and agreed that the Insured shall also be indemnified during the currency of the Policy, towards the additional Customs Duty amount stated (in respect of this Clause) in the Schedule which may be incurred by the Insured over and above the Customs Duty amount taken into account in arriving at the Sum Insured of the affected items.
- ii. Each and every claim payable hereunder shall be subject to an Excess of 5 % of the admissible Additional Customs Duty incurred and will be in addition to the Excess amount applicable for the affected item under the Policy.
- iii. The indemnity for such Additional Customs Duty will stand reduced after occurrence of the claim unless reinstated by payment of an additional premium prescribed by the Company.
- iv. For computation of indemnity hereunder, the exchange rate applicable on date of occurrence of loss shall be considered.

9.1.5. OWNER'S SURROUNDING PROPERTY CLAUSE

- i. In consideration of Insured having paid the agreed extra premium it is hereby agreed and declared that this insurance is extended to cover loss or damage to property located at or adjacent to the site and belonging to or held in care, custody, control of the principal(s) or the contractor(s) if occurring directly due to damage of items mentioned in the Schedule while at rest or in use for construction or erection during period of this Policy.
- ii. The Company will pay to the Insured the value of the damaged property at the time of accident or at its option reinstate or replace such damaged property or any part thereof provided that : the liability of the company shall in no case exceed the amount as stated in the schedule for any one accident or series of

accidents arising out of any one event and in the whole the total indemnity as stated in the schedule during the currency of the policy.

- iii. The insured shall bear the same excess as mentioned in the schedule of the policy.
- iv. In respect of loss or damage resulting to underground piping tunneling or underground cables and other underground facilities, the indemnity will be restricted to actual repair cost, provided prior to commencement of work, insured ascertains with the relevant authorities about the exact locations or positions of such cables, pipes or other underground facilities. Cracks that neither impair the stability of the structure nor safety of its users are not covered.

9.1.6. THIRD PARTY LIABILITY CLAUSE

- i. In consideration of the payment of the agreed additional premium it is hereby agreed and declared that notwithstanding anything to the contrary stated in this Policy, the Company will indemnify the Insured -
 - a) Against legal liability for the accidental loss or damage caused to the property of other persons
 - b) Against legal liability (liability under contract excepted) for fatal or non-fatal injury to any persons other than the Insured or his own employees or employee of the owner of the works/site/premises location or employees of the other firms/connected with any other work site/premises/location or members of the family of the Insured or any of the aforesaid subject to the liability of the Company being limited to amount stated (in respect of this Clause) in the Policy Schedule as the Limit of Indemnity for any one accident/for any one Period of Insurance.
- ii. CONDITIONS APPLYING TO TPL RIDER

The Company may, so far as any accident is concerned, pay to the Insured the Limit of Indemnity for any one accident/for any one period, after deducting there from in such case of any sum/s already paid as compensation in respect thereof or any lesser sum for which the claim or claims arising from such accident can be settled and the Company shall thereafter be under no further liability in respect of such accident under this Clause.
- iii. EXCLUSIONS UNDER TPL RIDER

The Company will not indemnify the Insured, under this extension in respect of -

 - a) The first amount of the Excess of each claim for any one occurrence related to property damage within this Coverage Section.
 - b) Expenditure incurred in doing or redoing or making good or repairing or replacing any thing covered or coverable under the Policy.
 - c) Liability consequent upon -
 - (i) Bodily injury to or illness of employees/workmen/members of the families of the Insured or of the owners of the works/site/ premises/location or of any other firm/contractors connected with any other work at the works/site/premises/location.
 - (ii) Loss of or damage to property belonging to or held in trust by or under custody of the owner of the works/site/ premises/ location of any other firms/contractors or an employee/workmen/family members of any of the aforesaid.

- (iii) Any accident caused by vehicles licensed for general road use or by waterborne vessels or by aircraft.
- (iv) Any agreement by the Insured to pay any sum by way of indemnity or otherwise unless such liability would have attached also in the absence of such agreement

9.2. MACHINERY BREAKDOWN CLAUSES

9.2.1. MACHINERY BREAKDOWN RIDER CARDING MACHINES IN TEXTILE INDUSTRY

It is hereby declared and agreed that notwithstanding anything stated in the policy to the contrary, any loss or damage to card fillets, Needles and Magnetic tapes of Knitting Machines is excluded under the policy.
Subject otherwise to the terms, conditions and exceptions of the policy.

9.2.2. FURNACE ENDORSEMENT

a) INDUCTION FURNACE -

The Induction Furnace should be covered subject to the following endorsement, which should be compulsorily used in case of all Induction Furnaces - It is hereby declared and agreed that the damage to the refractory lining due to any cause is specifically excluded.

b) ELECTRICAL FURNACES -

- i) It is hereby declared and agreed that any damage to crucibles and refractory linings due to any cause is excluded under the policy.
- ii) It is hereby declared and agreed that any damage to induction coils/heating element of electric furnace will be subject to 25 % depreciation per year or part thereof subject to a maximum depreciation of 75 %.
- iii) Warranted that the refractory linings are examined each time the furnace is recharged and linings renewed, if any defects are apparent. Further, the linings are, in any event, replaced periodically in accordance with the Maker's recommendations.

Subject otherwise to the terms, conditions and exceptions of the policy.

9.2.3. DG SET ENDORSEMENT for 'Loss Minimization'

It is hereby declared that any loss or damage payable under the policy to the cylinder head, liner and piston of the Diesel/oil engines insured here will be indemnified subject to -

- (i) 15 % depreciation per annum be made applicable to the Turbo-charger subject to a maximum of 75 %.
- (ii) Turbo-charger cannot be insured in isolation.

9.2.4. REDUCTION GEAR BOX

It is hereby declared and agreed that all claims pertaining to reduction Gear Box will be subject to depreciation at the rate of 15 % per year or part thereof subject to a maximum depreciation of 75 %.

Subject otherwise to the terms, conditions and exceptions of the policy.

9.2.5. PATTERNS AND CORE-BOXES

It is hereby declared and agreed that in the event of an accident, for which the Insurer is liable under the Policy, involving the replacement of a casting for which no patterns are available, the Insured shall bear the cost of making patterns and core boxes, the Insurer's liability being for the making of the casting itself.

9.2.6. EXPELLERS/EXPELLERS GEARS

A) Expellers - It is hereby declared and agreed that any damage to the following parts of Oil Expellers viz., ball bearing, roller bearing, thrust bearing and bush bearing of all types are specifically excluded from the scope of cover.
Subject otherwise to the terms and conditions of the policy.

b) Expeller Gears - It is hereby declared and agreed that all claims pertaining to Gears will be subject to depreciation at the rate of 15 % for every year or part thereof subject to a maximum depreciation of 75 %. Subject otherwise to the terms and conditions of the policy.

9.2.7. PLASTIC EXTRUDERS/INJECTION MOULDING MACHINES

It is hereby understood and agreed that the Insurance by this policy does not cover any loss or damage to the dies, moulds and heating elements used on the Plastic Extruder/Injection Moulding Machines. Subject otherwise to the terms, conditions and exceptions of the policy.

9.3. Warranties under Machinery Break down

9.3.1. ALTERNATE WORKING

- i. Warranted by the Insured that except when the load is being transferred from one machine to another the No. ___ etc. insured under this policy shall only work alternately with No. ___ Etc. insured under this policy.
- ii. The plant may be turned over periodically for maintenance purpose only.
- iii. If the plant is to be used otherwise than as above the Insured shall forthwith notify the Insurer and pay such additional premium as may be required by the Insurer failing which the Insurer's liability thereon shall cease.

9.3.2. STAND-BY MACHINERY

- i. Warranted by the Insured that any item of machinery marked 'STANDBY' in the Schedule of machinery shall not be worked at the same time as the machine to which it is standby except for the period when the load is being transferred from one to the other. Provided that the standby machine may be turned over periodically for maintenance purpose.
- ii. Provided always that if the standby machine shall be used otherwise than as above the Insured shall forthwith notify the insurer and pay such additional premium as may be required by the Insurer failing which the Insurer's liability thereon shall cease.

9.3.3. Bakeries

It is hereby declared and agreed that any damage to whisks, dough hook and beaters of dough mixers are specifically excluded from the scope of cover.

9.3.4. GAS WORKS PLANTS

It is hereby declared and agreed that any damage to underground piping is specifically excluded from the scope of cover.

9.3.5. All Types of Imported Machinery

The indemnity provided by the Policy does not extend to include cost incurred/time involved in the movement of machinery and/or any other property insured hereunder and/or personnel outside the territorial limits of India other than the cost of delivery or replacements for machinery lost or damaged.

9.3.6. Glass and Graphite Equipments /Glass Lined Vessels

a) Glass And Graphite Equipments

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon indemnity granted by this Policy in respect of equipment/apparatus made out of Glass/Graphite is restricted to cover losses due to accidental damage or external impact and not any loss or damage arising out of wear and tear, general usage and/or cracking of the insured item due to continuous working and/or fatigue.

b) Glass Lined Vessels

It is hereby declared and agreed that the indemnity granted by this Policy in respect of glass lined production plant is restricted to cover losses due to accidental damage or external impact and not any loss or damage arising out of wear and tear, general usage and/or cracking of the glass lining due to continuous working and/or fatigue.

Provided, however, that depreciation at the rate of 10% for every year of operation shall be deducted in respect of all claims arising out of perils covered by this Endorsement subject to maximum depreciation of 75% in addition to other terms and conditions.

c) Ropes in Lifts, Cranes and Ropeways

It is understood and agreed that insurance by this Policy shall include sudden and unforeseen damage to rope resulting in their actual and complete severance. It shall not include breakage or abrasion of wire or strand of ropes/slings although replacement is necessitated thereby.

Provided that the amount indemnifiable in respect of items thus affected is depreciated at an annual rate to be determined at the time of loss, this rate being not less than 15 % per annum subject to a maximum of 75 %.

9.3.7. WIND MILLS ENDORSEMENT

Notwithstanding anything to the contrary stated in the policy, this policy covers accidental loss/damage to the blades of the Wind Mills whether metallic or non-metallic.

9.3.8. Refractory Materials In Boilers

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Company shall indemnify the Insured for loss of or damage to refractory materials subject to depreciation of the amount indemnifiable in respect of the items thus affected, at the time of loss. This rate being not less than 20 % per

annum but not more than 80 % in total.

9.3.9. DEPRECIATION ADJUSTMENT FOR COMPONENTS ALONG THE HOT GAS PATH OF GAS TURBINES

- i. It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the following shall apply to this Insurance -
- ii. In the event of an indemnifiable accident occurring to a component or components in the hot gas path, which have a life expectancy appreciably shorter than that of the gas turbine, the amount indemnifiable in respect of the items thus affected shall be depreciated. The amount payable shall be calculated by taking the expired life (EL) in equivalent working hours of the Component at the time of occurrence, and the normal life expectancy (NLE) in hours of the Component according to the latest specification issued by the manufacturer and then applying them in the relation ship (1-EL/NLE) to the total replacement costs of the Component.
- iii. Should the normal life expectancy for any component or components indicated by the manufacturer be found to be in conflict with the operational and/or claims experience, an agreement on more realistic component life expectancies shall be reached between the Insured and the Insurer and shall supercede such advices of the manufacturer.

9.3.10. Overhaul of Platen Presses

- i. It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the following shall apply to this insurance.
- ii. The Insured shall arrange at his own expense an overhaul (the Insured shall inform the Company of such an overhaul in good time so that the Company's representatives may be present during the overhaul at the Company's expense) of all highly stressed parts of platen presses as well as an inspection by an expert in non-destructive testing and shall supply the Company with reports on this overhaul and inspection. The expert shall determine the date of the next overhaul. Such overhauls/inspections shall take place at intervals of at least 12 months.
- iii. These provisions shall apply regardless of the commencement date of the insurance cover.
- iv. The Insured may apply for an extension of the period between overhauls. Such extension shall be granted if in the opinion of the Company the risk is not aggravated thereby.
- v. If the Insured fails to comply with the requirements of this Endorsement, the Company shall be free from all liability for loss or damage caused by any circumstance which could have been detected had an overhaul taken place.

9.3.11. Overhaul Of Electric Motors (Above 750 Kw for Motors with 2 Poles and above 1,000 Kw for Motors with 4 and more Poles)

- i. It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the following shall apply to this insurance.
- ii. The Insured shall arrange at his own expense an overhaul (the Insured shall

- inform the Company of such an overhaul in good time so that the Company's representatives may be present during the overhaul at the Company's expense) in a completely opened-up state after 8,000 hours of operation or after 500 start-ups or at least after two years following the last overhaul.
- iii. New electric motors shall be overhauled after 2,000 hours or at least after one year of operation. The Insured shall supply the Company with reports on this overhaul.
 - iv. These provisions shall apply regardless of the commencement date of the insurance cover.
 - v. The Insured may apply for an extension of the period between overhauls. Such extension shall be granted if in the opinion of the Company the risk is not aggravated thereby.
 - vi. If the Insured fails to comply with the requirements of this Endorsement, the Company shall be free from all liability for loss or damage caused by any circumstance, which could have been detected, had an overhaul taken place.

10. PORTABLE EQUIPMENT

The insured items be lost, destroyed or damaged

10.0.1. PERILS SPECIFIED

Fire
Riots, Strikes
Theft by visible physical forcible and violent means
an accidental occurrence not excluded by the Policy.

10.0.2. CONDITIONS

- i. Where any item insured hereunder consists of articles being a pair or set, the Company's liability in respect of any particular part or parts of such pair or set which may be lost or damaged shall not exceed either the value of the particular part or parts without reference to any special value which such article or articles may have as part of such pair or set or the proportionate part of the sum insured of the pair or set.
- ii. Unless specifically and separately stated, the Company's liability in respect of each article or pairs or sets of articles shall not exceed 5% of the Total Sum Insured under this Rider.
- iii. Upon the happening of any event giving rise or likely to give rise to a claim under this Rider, the Insured must also notify within the time limitations prescribed by the contract of services /carriage or regulations and seek full recovery of the loss or damage from the railways, steamship company, airline, hotel proprietors or the authority in whose care the insured property was at the time of the happening of any loss or damage.
- iv. If the property hereby insured shall at the time of any loss or damage 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 ratable proportion of the loss or damage accordingly. Every item, if more than one, shall be separately subject to this Condition.
- v. If at the time of the happening of any loss or damage covered by this Policy there shall be subsisting 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 ratable proportion of any loss or damage.

- vi. The Company may at any time cancel this Rider by giving 7 days notice in writing 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.

10.0.3. EXCLUSIONS

The Company shall not be liable in respect of

1. Damage caused by a 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.
2. Breakage, Cracking or Scratching of Crockery, Glass, Cameras, Binoculars, Lenses, Sculptures, Curious, Pictures, Musical Instruments, Sports Gear and similar articles of brittle or fragile nature, unless caused by fire or accident to the means of conveyance.
3. Loss or damage caused by mechanical or electrical derangement/breakdown of any article unless caused by accidental external means.
4. Overwinding, denting or internal damage including of watches and clocks.
5. Loss or damage to Money, Securities, Manuscripts, Deeds, Bonds, Bills of Exchange, Promissory Notes, Stocks or Share Certificates, Stamps and Travel Tickets or Travelers' Cheques, business books or documents.
6. Theft from any car except from a car which is a fully enclosed type passenger carrying motor car with a permanent top and glass windows (not being a convertible) and then unless
 - i) such theft is by visible physical and forcible means and
 - ii) such Baggage was stored concealed in the boot of the motor car and the motor car had all the doors, windows and other openings securely locked and properly fastened and
 - iii) the Insured was in the course of a Travel and at the time of the theft was not resident in any hotel, guesthouse or other accommodation.
7. Any loss or damage arising through delay, detention or confiscation by Customs or other authorities.
8. Consequential loss or legal liability of any kind.
9. Loss or damage due to or contributed to by the Insured having caused or suffered anything to be done whereby the risks hereby insured against were unnecessarily increased.
10. The first amount of each and every claim subject to 5% of the claim amount subject to a minimum of Rs. 2,500 for each and every claim loss or as stated in the Schedule as the Excess or Deductible.

10.1. Riders

Not Applicable.

10.2. Clauses

Not Applicable.

10.3. Warranties:

10.3.1. Insured items to be personally hand carried whilst in transit.

11. NEON SIGN BOARD

The insured items be destroyed or damaged

11.0.1. PERILS SPECIFIED

1. -Fire
2. -Riots, Strikes
3. -Theft by visible physical forcible and violent means
4. -an accidental occurrence not excluded by the Policy.

11.0.2. CONDITIONS

Where any item insured hereunder consists of articles being a pair or set, the Company's liability in respect of any particular part or parts of such pair or set which may be lost or damaged shall not exceed either the value of the particular part or parts without reference to any special value which such article or articles may have as part of such pair or set or the proportionate part of the sum insured of the pair or set. If the property hereby insured shall at the time of any loss or damage 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 ratable proportion of the loss or damage accordingly. Every item, if more than one, shall be separately subject to this Condition.

If at the time of the happening of any loss or damage covered by this Policy there shall be subsisting 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 ratable proportion of any loss or damage.

The Company may at any time cancel this Rider by giving 7 days notice in writing 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.

11.0.3. EXCLUSIONS

The Company shall not be liable in respect of: -

1. Damage caused by a 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.
2. Breakage, Cracking or scratching of Glass or similar material/articles of brittle or fragile nature, unless caused by fire or accident.
3. Loss or damage caused by mechanical or electrical derangement/breakdown of any article unless caused by accidental external means.
4. Over winding, denting or internal damage including of watches and clocks.
5. Consequential loss or legal liability of any kind.
6. Loss or damage due to or contributed to by the Insured having caused or suffered anything to be done whereby the risks hereby insured against were unnecessarily increased.
7. The first amount of each and every claim subject to 1% of the claim amount subject to a minimum of Rs. 500 for each and every claim loss or as stated in the Schedule as the Excess or Deductible.

12. TRAVEL BAGGAGE

The accompanied personal Baggage of the Insured be lost, destroyed or damaged

12.0.1. Perils Specified

- Fire,
- Riots, Strikes,
- Theft by visible physical forcible and violent means,
- an accidental occurrence not excluded by the Policy whilst the Insured is in course of Travel for business and / or for pleasure

12.0.2. Definitions

Baggage:

Baggage shall mean articles and / or personal effects of the Insured (other than property of the Business) in packing or in containers suitable and standard to the mode of Travel that is accompanied by the Insured or whilst such Baggage is lodged either in a locked private room of a hotel or guest house or any other accommodation occupied by the Insured during the Insured's stay at that location or in a public locker facility availed by the Insured during the course of or at any intermediate stage of the Travel.

Travel:

Travel shall mean any travel extending beyond the limits of the usual city of residence of the Insured other than Travel that is a daily routine of the Insured.

Insured:

Insured shall mean -the Insured and named members of the Insured if such Insured is an individual person

-the named persons being employees or directors or partners of the Insured if the Insured is a firm or other legal entity.

12.0.3. CONDITIONS

1. Where any item insured hereunder consists of articles being a pair or set, the Company's liability in respect of any particular part or parts of such pair or set which may be lost or damaged shall not exceed either the value of the particular part or parts without reference to any special value which such article or articles may have as part of such pair or set or the proportionate part of the sum insured of the pair or set.
2. Unless specifically and separately stated, the Company's liability in respect of each article or pairs or sets of articles shall not exceed 5% of the Total Sum Insured under this Policy.
3. Upon the happening of any event giving rise or likely to give rise to a claim under this Policy, the Insured must also notify within the time limitations prescribed by the contract of services /carriage or regulations and seek full recovery of the loss or damage from the railways, steamship company, airline, hotel proprietors or the authority in whose care the Baggage was at the time of the happening of any loss or damage.
4. If the property hereby insured shall at the time of any loss or damage 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 ratable proportion of the loss or damage accordingly. Every item, if more than one, shall be separately subject to this

Condition.

5.If at the time of the happening of any loss or damage covered by this Policy there shall be subsisting 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 ratable proportion of any loss or damage.

6.The Company may at any time cancel this Rider by giving 7 days notice in writing 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.

12.0.4. EXCLUSIONS

There shall be no indemnification under the provisions of this Policy in respect of the following:

1. Loss destruction or 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.
2. Breakage, cracking or scratching of crockery, glass, cameras, binoculars, lenses, sculptures, curios, pictures, musical instruments, sports gear and similar articles of brittle and fragile nature, unless caused by fire or accident to the means of conveyance.
3. Loss destruction or damage caused by mechanical or electrical derangement / breakdown of any article unless caused by external accidental means.
4. Loss destruction or damage caused by overwinding and denting or internal damage including of watches and clocks.
5. Loss destruction or damage to Money, Securities, Manuscripts, Deeds, Bonds, Bills of Exchange, Promissory Notes, Stocks or share certificates, Stamps and travel tickets or Travellers' Cheques, Business Books or Documents.
6. Loss destruction or damage caused by or arising from the leakage, spilling or exuding of liquids, oils or materials of a like nature or articles of dangerous or damaging nature.
7. Theft of Baggage from any motor vehicle unless such is a fully enclosed type passenger carrying motor car with a permanent top and glass windows (not being a convertible) and then unless
 - a.such theft is by visible physical and forcible means and
 - b.such Baggage was stored concealed in the boot of the motor car and the motor car had all the doors, windows and other openings securely locked and properly fastened and
 - c.the Insured was in the course of a Travel and at the time of the theft was not resident in any hotel, guest house or other accommodation.
8. Loss destruction or damage to articles which did not form part of the Baggage when the Travel commenced unless specifically declared and accepted by the Company
9. Loss destruction or damage to articles of consumable and perishable nature.
10. Undamaged article(s) being part of a pair or set, loose articles such as Sticks, Umbrellas, Sun Shades, Fans, Deck Chairs, property in use during the Travel or articles whilst being worn on the Insured's person or carried about.
11. Any loss destruction or damage arising through delay, detention or confiscation by Customs or other authorities.
12. Consequential loss or legal liability of any kind.

13. Loss destruction or damage due or contributed to by the Insured having caused or suffered anything to be done whereby the risks hereby insured against were unnecessarily increased.
14. The first amount of each and every claim subject to 1% of the claim amount subject to a minimum of Rs. 500 for each and every claim loss or as stated in the Schedule as the Excess or Deductible.

13. WORKMEN'S COMPENSATION

Any employee in the Insured's immediate service shall sustain personal injury and if the Insured shall be liable to pay compensation for such injury under either:

- a.Workmen's Compensation Act 1923 and/or
- b.Fatal Accidents Act 1855 and/or
- c.at Common Law

13.0.1. PERILS SPECIFIED

Personal injury sustained by any employee in the Insured's immediate service by accident arising out of and in the course of his employment by the Insured in the Business and for which the Insured shall be liable to pay compensation.

13.0.2. CONDITIONS

- i. PROVIDED ALWAYS that in the event of any change in the Law(s) or the substitution of other legislation there for this Policy shall remain in force but the liability of the Company shall be limited to such sum as the Company would have been liable to pay if the Law(s) had remained unaltered
- ii. The Insured shall take reasonable precautions to prevent accidents and disease and shall comply with all statutory obligations
- iii. In the event of any occurrence which may give rise to a claim under this Policy the Insured shall as soon as possible give notice thereof to the Company with full particulars. Every letter claim writ summons and process shall be notified or forwarded to the Company immediately on receipt. Notice shall also be given to the Company immediately the Insured shall have knowledge of any impending prosecution inquest or fatal in connection with any such occurrence as aforesaid.
- iv. The first premium and all renewal premiums that may be accepted are to be regulated by the amount of wages and salaries and other earnings paid by the Insured to employees during each Period of Insurance. The name of every employee together with the amount of wages salary and other earnings shall be properly recorded and the Insured shall at all times allow the Company to inspect such records and shall supply the Company with a correct account of all such wages salaries and other earnings paid during any period of Insurance within one month from expiry date of such Period of Insurance. If the amount so paid shall differ from the amount on which premium has been paid the difference in premium shall be met by a further proportionate payment to the Company or by a refund by the Company as the case may be.
- v. The Company may cancel this Policy by sending seven days notice by registered letter to the Insured at his last known address and in such event the premium shall be adjusted in accordance with Condition 4.

13.0.3. EXCLUSIONS

The Company shall not be liable under the Policy in respect of:

1. the Insured's liability to employees of contractors to the Insured
2. any liability of the Insured which attaches by virtue of an agreement but which would not have attached in the absence of such agreement
3. any sum which the Insured would have been entitled to recover from any party but for an agreement between the Insured any such party
4. any liability under Fatal Accidents Act 1855 and/or at Common Law unless specified as insured in the Policy Schedule

13.1. Riders

Not Applicable.

13.2. Clauses

Not Applicable.

13.3. Warranties:

No	Description
13.3.1.....	
13.3.2	It is hereby understood and agreed that any work in connection with making and/or repairing of picture frames is expressly excluded from the indemnity granted under this Policy.
13.3.3	It is hereby understood and agreed that any work in connection with the sinking of shafts and the opening up or driving of levels or slants other than by the Insured's or sub-contractor's employees ordinarily engaged in coal raising is expressly excluded from the indemnity granted under this Policy. Note: As this endorsement also applies to risks other than coal mines it will be necessary to substitute for the words "coal raising" words suitable to each particular risk.
13.3.4	It is hereby understood and agreed that any work in connection with the making or repairing of any unit exceeding 50.80 kg. in weight is expressly excluded from the indemnity granted under this Policy.
13.3.5	It is hereby understood and agreed that any work in connection with woodworking machinery driven by steam gas, water, electricity or other mechanical power is expressly excluded from the indemnity granted under this Policy.
13.3.6	It is hereby understood and agreed that any work in connection with horses and/or live stock is expressly excluded from the indemnity granted under this Policy.
13.3.7	It is hereby understood and agreed that any work in connection with the carting removal or delivery of goods other than by hand is expressly excluded from the indemnity granted under this Policy.
13.3.8	It is hereby understood and agreed that any work in connection with erecting or repair away from the shop or yard of the Insured is expressly excluded from the indemnity granted under this Policy.
13.3.9	This policy does not indemnify the Insured in respect of any claim arising in connection with Lift Attendants.

13.3.10	This Policy does not indemnify the Insured in respect of any claim arising in connection with Commercial Travellers.
13.3.11	This Policy does not indemnify the Insured in respect of any claim arising in connection with the delivery or cartage of goods whether by handcart or otherwise.
13.3.12	It is hereby understood and agreed that any work in connection with the delivery or cartage of goods other than by hand, handcart, cycle or bicycle is expressly excluded from the indemnity granted under this Policy
13.3.13	It is hereby understood and agreed that any work in connection with the use of machinery driven by steam gas, water electricity or other mechanical power is expressly excluded from the indemnity granted under this Policy
13.3.14	It is hereby understood and agreed that any work in connection with the building of craft of other material than wood and all sea risks are expressly excluded from the indemnity granted under this Policy
13.3.15	It is hereby understood and agreed that any work in connection with osier and willow cutting from growth is expressly excluded from the indemnity granted under this Policy.
13.3.16	It is hereby understood and agreed that any work in connection with the manufacture of wire mattresses is expressly excluded from the indemnity granted under this Policy
13.3.17	Deleted.
13.3.18	It is a condition of this Policy that the indemnity granted is in respect of indoor domestic servants only.
13.3.19	It is a condition of this Policy that the indemnity granted is in respect of indoor servants only, excluding Lift Attendants.
13.3.20	Deleted
13.3.21	It is hereby understood and agreed that any work in connection with clay-getting from any quarry or pit, or clay mining operations or the construction repair or demolition of kiln chimneys is expressly excluded from the indemnity granted under this Policy
13.3.22	It is hereby understood and agreed that any work in connection with clay-getting or bales-getting below 6 Metres in depth from surface level or the construction repair or demolition of kiln chimneys is expressly excluded from the indemnity granted under this Policy
13.3.23 and 13.3.24	Deleted
13.3.25	It is hereby understood and agreed that any work in connection with the demolition or pulling down of buildings over 9 Metres in height the erection, repair or demolition of towers steeples, blast furnaces, chimney shafts, viaducts or bridges or quarrying or any work connected with the construction, alteration or repair of wells over 6 Metres in depth from surface docks, railways canals tunnels or blasting operations is expressly excluded from the indemnity granted under this Policy
13.3.26	It is hereby understood and agreed that any work in connection with slating tiling dismantling breaking up or demolition of building works, plant or machinery of any description or any work in connection with the loading and discharging of vessels is expressly excluded from the indemnity granted under this Policy
13.3.27	It is hereby understood and agreed that any work in connection with

slating tiling dismantling breaking up or demolition of buildings works, plant or machinery of any description is expressly excluded from the indemnity granted under this Policy.

13.3.28 This Policy does not indemnify the Insured in respect of any claim arising in connection with the manufacture of articles of material other than metal.

13.3.29 This Policy is issued on the express understanding and condition that soap is not manufactured on the premises described in the within Policy.

13.3.30. to 13.3.36. Deleted.....

13.3.37 It is hereby understood and agreed that any work in connection with quarrying or mining is expressly excluded from the indemnity granted under this Policy.

13.3.38 It is hereby understood and agreed that all risks arising out of or in connection with the handling or use of explosives are expressly excluded from the indemnity granted under this Policy.

13.3.39 It is hereby understood and agreed that all risks in connection with deyard grinding are expressly excluded from the indemnity granted under this Policy.

13.3.40 It is hereby understood and agreed that any work in connection with airship hangers bridges, blast furnaces, colliery overhead winding gear, gasometers steeples, towers and viaducts, or any work in connection with roofs of railway stations and aeroplane sheds exceeding 9 Metres in height from the ground level, is expressly excluded from the indemnity granted under this Policy.

13.3.41 and 13.3.42 Deleted

13.3.43 It is hereby understood and agreed that any work in connection with the loading and discharging of vessels is expressly excluded from the indemnity granted under this Policy.

13.3.44 It is hereby understood and agreed that all risks in connection with work away from land is expressly excluded from the indemnity granted under this Policy.

13.3.45 to 13.3.47 Deleted

13.3.48 It is hereby understood and agreed that any work in connection with spinning and all processes preparatory thereto is expressly excluded from the indemnity granted under this Policy.

13.3.49 to 13.3.51 Deleted

13.3.52 It is hereby understood and agreed that the indemnity granted under this Policy does not extend to any description of employment other than specified in the following schedule.

13.3.53 and 13.3.54 Deleted

13.3.55 It is hereby understood and agreed that any work in connection with the erection of flags, decorations, tents or marquees is expressly excluded from the indemnity granted under this Policy.

13.3.56 to 13.3.59. Deleted

13.3.60 It is hereby understood and agreed that any work in connection with the handling and treatment of raw skins or hides is expressly excluded from the indemnity granted under this Policy.

13.3.61 It is hereby understood and agreed that any work in connection with the erection, painting, or demolition of gasometers is expressly

excluded from the indemnity granted under this Policy.

13.3.62 It is hereby understood and agreed that any glazing work in connection with:- a) Roofs of railway stations; b) Any building of more than one floor in which the maximum height at which the work has to be done is more than 9 Metres from the ground level. c) Any building of one floor only in which the maximum height at which the work has to be done is more than 9 Metres from the ground level is expressly excluded from the indemnity granted under this Policy.

13.3.63 It is hereby understood and agreed that this Policy is issued on the express understanding and condition that no sale of wines, spirits or beer is carried on.

13.3.64 It is hereby understood and agreed that any work in connection with the testing or loading of fire-arms or cartridges is expressly excluded from the indemnity granted under this Policy.

13.3.65 It is hereby understood and agreed that any work in connection with the painting and decorating of airship hangars, bridges, blast furnaces, colliery, overhead winding gear gasometers steeples, towers and viaducts the painting scraping of ships, or any work in connection with the roofs of railway stations and aeroplane sheds exceeding 9 Metres in height from the ground level is expressly excluded from the indemnity granted under this Policy.

13.3.66 It is hereby understood and agreed that any work in connection with the painting or decorating of churches, chapels cinemas, theaters, music halls, public halls, airship bridges furnaces, colliery, overhead winding gear gasometers steeples, towers and viaducts the painting scraping of ships, or any work in connection with the roofs of railway stations and aeroplane sheds exceeding 9 Metres in height from the ground level is expressly excluded from the indemnity granted under this Policy.

13.3.67 Deleted

13.3.68 It is hereby understood and agreed that this Policy is issued on the express understanding and condition that all risks in connection with death or disablement by anthrax are expressly excluded from the indemnity granted under this Policy.

13.3.69 It is hereby understood and agreed that any work in connection with tree-felling is expressly excluded from the indemnity granted under this Policy.

13.3.70 Deleted

13.3.71 It is hereby understood and agreed that this Policy is issued on the express understanding and condition that no manufacturing process is carried on.

13.3.72 It is hereby understood and agreed that any work in connection with wells exceeding a depth of 6 Meters from the surface or in connection with the sinking or digging of wells is expressly excluded from the indemnity granted under this Policy.

13.3.73 It is hereby understood and agreed that any work in connection with building construction, alteration demolition or repair is expressly excluded from the indemnity granted under this Policy.

13.3.74 It is hereby understood and agreed that any work in connection with the sinking or digging of wells to a greater depth than 6 Meters from the surface is expressly excluded from the indemnity granted under this Policy.

13.3.75 to 13.3.76 Deleted

- 13.3.77 It is hereby understood and agreed that any work in connection with the manufacture or belting is expressly excluded from the indemnity granted under this Policy.
- 13.3.78 It is hereby understood and agreed that any work in connection with the dismantling breaking up or demolition of buildings, works plant machinery of any description is expressly excluded from the indemnity granted under this Policy.
- 13.3.79 It is hereby understood and agreed that all risks in connection with attendance on lunatics are excluded from the indemnity granted under this Policy.
- 13.3.80 Deleted
- 13.3.81 It is hereby understood and agreed that all risks in connection with employees engaged in cutting up meat, and meat carriers and porters are expressly excluded from the indemnity granted under this Policy.
- 13.3.82 It is hereby understood and agreed that all risks in connection with meat carriers and porters are expressly excluded from the indemnity granted under this Policy.
- 13.3.83 Deleted
- 13.3.84 It is hereby understood and agreed that any work in connection with piano tuning is expressly excluded from the indemnity granted under this Policy.
- 13.3.85 It is hereby understood and agreed that all risks in connection with the employment of porters, packers and carters engaged in connection with the removal or delivery of musical instruments are expressly excluded from the indemnity granted under this Policy.
- 13.3.86 It is hereby understood and agreed that any work in connection with the manufacture of repairs of pianos organs and harmoniums is expressly excluded from the indemnity granted under this Policy.
- 13.3.87 It is hereby understood and agreed that any work in connection with the occupation of a taxidermist is expressly excluded from the indemnity granted under this Policy.
- 13.3.88 It is hereby understood and agreed that this Policy is issued on the express understanding and condition that no paper is manufactured and that no printing is carried on other than the printing of newspapers or periodicals published otherwise than daily.
- 13.3.89 It is hereby understood and agreed that any work in connection with the manufacture of paper is expressly excluded from the indemnity granted under this Policy.
- 13.3.90 It is hereby understood and agreed that any work in connection with the production or refinement of mineral oils is expressly excluded from the indemnity granted under this Policy.
- 13.3.91 Deleted
- 13.3.92 It is hereby understood and agreed that this Policy is issued on the express understanding and condition that no manufacture of red or white leads is carried on.
- 13.3.93 It is hereby understood and agreed that this Policy is issued on the express understanding and condition that no manufacture of machine made paper, tracing cloth tracing paper, or waxed papers is carried on.

- 13.3.94 It is hereby understood and agreed that any work in connection with papier mache decoration other than work inside buildings is expressly excluded from the indemnity granted under this Policy.
- 13.3.95 It is hereby understood and agreed that any work in connection with the manufacture of firefighters or in connection with the loading or discharging of vessels is expressly excluded from the indemnity granted under this Policy.
- 13.3.96 Deleted
- 13.3.97 It is hereby understood and agreed that any work away from shop or studio is expressly excluded from the indemnity granted under this Policy.
- 13.3.98 It is hereby understood and agreed that the indemnity granted by the within Policy does not extend to indemnify the Insured in respect of accidents arising out of any work of construction, alteration, erection or repair.
- 13.3.99 Deleted.
- 13.3.100 It is hereby understood and agreed that any work in connection with the fixing or plaster or fibrous plaster or in connection with work in buildings in course of construction alteration or repairs is expressly excluded from the indemnity granted under this Policy.
- 13.3.101 Deleted
- 13.3.102 It is hereby understood and agreed that stable hands and employees engaged in riding are expressly excluded from the indemnity granted under this Policy.
- 13.3.103 It is hereby understood and agreed that the indemnity granted by the within Policy does not extend, to lead poisoning and that any work in connection with the manufacture of flooring, roofing and terra cotta tiles or in connection with clay getting in any quarry or pit or in connection with clay mining or in connection with the construction, repair or demolition of kiln chimneys or in connection with the fixing of tiles is expressly excluded from the indemnity granted under this Policy.
- 13.3.104 Deleted
- 13.3.105 Deleted
- 13.3.106 It is hereby understood and agreed that grooms, jockeys and stable hands are expressly excluded from the indemnity granted under this Policy.
- 13.3.107 It is hereby understood and agreed that this Policy is issued on the express understanding and condition that no work is undertaken in connection with the application of asbestos millboard or steam packing to boilers pipes or otherwise.
- 13.3.108 It is hereby understood and agreed that this Policy is issued on the express understanding and condition that no bottling by mechanically driven machinery is carried on.
- 13.3.109 It is hereby understood and agreed that this Policy is issued on the express understanding and condition that no printing work is carried on.
- 13.3.110 It is hereby understood and agreed that any work in connection with the filling of projectiles or the manufacture handling or use of explosives is expressly excluded from the indemnity granted under this Policy.

13.3.111 to 114.....deleted

13.3.115 It is hereby understood and agreed that any work in connection with the dismantling breaking up or demolition of buildings, works, plant, machinery or metal of any description or in connection with the loading and discharging of vessels is expressly excluded from the indemnity granted under this Policy.

13.3.116.....deleted

13.3.117 It is hereby understood and agreed that the indemnity granted by the within Policy relates only to the risk of manufacturing small rivers used in connection with tin and copper work.

13.3.118 It is hereby understood and agreed that any work in connection with the manufacture of wire ropes is expressly excluded from the indemnity granted under this Policy.

13.3.119 It is hereby understood and agreed that this Policy is issued on the express understanding and condition that the Insured only makes rope, cord and twine from cotton yarn and does not engage in any work connected with the preparing and spinning of cotton.

13.3.120 It is hereby understood and agreed that the indemnity granted by the within Policy does not extend to indemnify the Insured in respect of accidents arising to employees engaged in the occupation of riggers.

13.3.121 It is hereby understood and agreed that the indemnity granted by the within Policy does not extend to indemnify the Insured in respect of accidents arising out of yacht-racing.

13.3.122 Deleted

13.3.123 Deleted

13.3.124 It is hereby understood and agreed that any work in connection with the use of explosives or in connection with the construction of sewers exceeding in any part a depth of 3 Metres from the surface or in connection with tunnelling is expressly excluded from the indemnity granted under this Policy.

13.3.125 to 128 Deleted.

13.3.129 It is hereby understood and agreed that mechanics are expressly excluded from the indemnity granted under this Policy.

13.3.130 It is hereby understood and agreed that any work in connection with the cutting of sticks from growth is expressly excluded from the indemnity granted under this Policy.

13.3.131 It is hereby understood and agreed that the indemnity granted under the within Policy does not extend to indemnify the Insured in respect of accidents to :- a) Hands in warehouse receiving or delivering from or to vessels and/or on dock, quayside or wharf. b) Stevedores or lightermen c) Employees engaged in delivery by any form of vehicle mechanical or otherwise, except by hand or by hand cart.

13.3.132 It is hereby understood and agreed that any work in connection with roof and ceiling work or in connection with clay-getting from any quarry or pit or clay-mining is expressly excluded from the indemnity granted under this Policy.

13.3.133 It is hereby understood and agreed that any work in connection with smelting ore is expressly excluded from the indemnity granted under this Policy.

13.3.134 Deleted

13.3.135 It is hereby understood and agreed that any risk in connection with the use of machinery driven by steam, gas, water, electricity or other mechanical power (except lifts) is expressly excluded from the indemnity granted under this Policy.

13.3.136 Deleted

13.3.137 Deleted

13.3.138 It is hereby understood and agreed that any work in connection with wire-drawing of any other metal than gold or silver is expressly excluded from the indemnity granted under this Policy.

13.3.139 It is hereby understood and agreed that any work in connection with wire-drawing of any other metal than gold or silver brass or copper is expressly excluded from the indemnity granted under this Policy.

13.3.140 It is hereby understood and agreed that in the event of any workman employed by the within named insured or any dependant of such workman bringing or making a claim under Section 12 of the Workmen's Compensation Act, 1923, and subsequent amendments of the said Act against...for personal injury or disease sustained whilst at work on any contract covered by the terms and conditions of the within policy which the Insured may be carrying out for the saidthe Company will indemnify the saidagainst such claim and/or any costs, charges and expenses in respect thereof Provided always that the Company shall not be liable hereunder unless the Company have the sole conduct and control of all claims covered by this endorsement. Nothing in this endorsement shall be construed as affecting the Insured's title to recover damages under any other Section of the said Act.

13.3.141 It is hereby understood and agreed that any work in connection with spinning and all processes preparatory thereto is expressly excluded from the indemnity granted under this Policy.

13.3.142 Deleted

13.3.143 Deleted

13.3.144 It is hereby understood and agreed that any work in connection with the making, fitting or repairing of any single part of unit exceeding 1524.00 Kilogram or any erecting or fixing away from the shop or yard of the Insured is expressly excluded from the indemnity granted under this Policy.

13.3.145 It is hereby understood and agreed that any work in connection with the making fitting or repairing of any single part or unit exceeding 508.00 kilogram or any erecting or fixing away from the shop or yard of the Insured is expressly excluded from the indemnity granted under this Policy.

13.3.146 It is hereby understood and agreed that any work in connection with the filling of cartridges is expressly excluded from the indemnity granted under this Policy.

13.3.147 It is hereby understood and agreed that any work in connection with pit sinking or the construction, alteration, or repair of chimney shafts is expressly excluded from the indemnity granted under this Policy.

13.3.148 It is hereby understood and agreed that any erecting or fixing away from the shop or yard of the Insured where any single part or unit exceeds 1524.00 Kilogram in weight is expressly excluded from the

- indemnity granted under this Policy.
- 13.3.149 It is hereby understood and agreed that any work in connection with the making fitting or repairing of gas or oil engines which exceeds 20 break-horse power is expressly excluded from the indemnity granted under this Policy.
- 13.3.150to 153 deleted
- 13.3.154 It is hereby understood and agreed that any work in connection with erecting or repairing lifts which exceed 101.60 kilogram lifting capacity or in connection with shaft or lift well sinking is expressly excluded from the indemnity granted under this Policy.
- 13.3.155 It is hereby understood and agreed that any work in connection with shaft or lift-well sinking is expressly excluded from the indemnity granted under this Policy.
- 13.3.156 Deleted
- 13.3.157 It is hereby understood and agreed that any work which requires stagings or ladders is expressly excluded from the indemnity granted under this Policy.
- 13.3.158 to 165.....deleted.
- 13.3.166 It is hereby understood and agreed that any work in connection with castings, exceeding 12.7 kilogram in weight is expressly excluded from the indemnity granted under this Policy.
- 13.3.167 Deleted
- 13.3.168 It is hereby understood and agreed that any work in connection with castings exceeding 1 ton in weight is expressly excluded from the indemnity granted under this Policy.
- 13.3.169 to 176.....deleted.
- 13.3.177 The within policy does not indemnify the Insured in respect of any death due solely and directly to working in or being released from compressed air or disablement of any kind arising from caisson disease otherwise called compressed air sickness.
- 13.3.178 It is hereby understood and agreed that any work in connection with the sinking or digging of wells is expressly excluded from the indemnity granted under this Policy.
- 13.3.179 It is hereby understood and agreed that the indemnity herein granted is extended to cover the legal liability of the Insured to workmen in the employment of Contractors performing work for the Insured while engaged in the business and occupations in respect of which the within Policy is granted, but only so far as regard claims under the Workmen's Compensation Act, 1923, and subsequent amendments of said Act prior to the date of the issue of this Policy, the premium in respect of such extended insurance to be calculated at the rate of (% on) the total sums paid to such Contractors by the (% on ..% of)Insured in respect of work executed during each period of insurance.
- 13.3.180 to 185 Deleted
- 13.3.186 It is hereby understood and agreed that this Policy is issued on the express understanding and condition that the Insured is indemnified only in respect of accidents arising out of the building of - Barges, Dredgers, Yatches, Passenger Vessels, Hoppers, Tugs, Pilot Boats, Cargo Vessels not exceeding 1,000 tons gross measurement.
- 13.3.187 It is hereby understood and agreed that this Policy is issued on the

- express understanding and condition that the Insured is indemnified only in respect of accidents arising out of the building of - Barges, Dredgers, Yatches, Passenger Vessels, Hoppers, Tugs, Pilot Boats, Cargo Vessels not exceeding 2,000 tons gross measurement; or the building of - Torpedo Boats, Destroyers, steam Trawlers, Shallow-draught River Gunboats, not exceeding 500 tons displacement.
- 13.3.188 to 194 Deleted
- 13.3.195 It is hereby understood and agreed that any work in connection with forgings which exceed 12.7 kilogram in weight is expressly from the indemnity granted under this Policy.
- 13.3.196 Deleted
- 13.3.197 It is hereby understood and agreed that any work in connection with forgings which exceed 1 ton in weight is expressly from the indemnity granted under this Policy.
- 13.3.198to 200 Deleted
- 13.3.201 It is hereby understood and agreed that any work in connecting with the cleaning of windows is expressly excluded from the indemnity granted under this Policy.
- 13.3.202 to 204 Deleted
- 13.3.205 It is hereby understood and agreed that the indemnity granted under this Policy does not extend to indemnify the Insured in respect of accidents arising out of work on board ships.
- 13.3.206 It is hereby understood and agreed that no liability attaches to the Company if the Insured has or uses any machinery (other than cranes, hoists or lifts) driven by the steam, gas, water, electricity or other mechanical power.
- 13.3.207 Deleted
- 13.3.208 It is hereby understood and agreed that the indemnity granted under this Policy does not extend to indemnify the Insured in respect of accidents arising out of the occupation of ship chandler.
- 13.3.209 Deleted
- 13.3.210 It is hereby understood and agreed that the indemnity granted under this Policy does not extend to indemnify the Insured in respect of accidents arising to employees whilst engaged in surveying or in inventory making.
- 13.3.211 It is hereby understood and agreed that the indemnity granted under this Policy does not extend to indemnify the Insured in respect of accidents arising to employees whilst engaged on ships, docks, quays or wharves.
- 13.3.212 It is hereby understood and agreed that any work in connection with the building or repair of railway coaches or railway wagons is expressly excluded from the indemnity granted under this Policy.
- 13.3.213 to 13.3.214 Deleted
- 13.3.215 It is hereby understood and agreed that any work in connection with the erection fixing or repair of stained glass away from the shop or yard of the Insured and any liability to employees arising from lead poisoning are expressly excluded from the indemnity granted under this Policy.
- 13.3.216 Deleted
- 13.3.217 It is hereby understood and agreed that any work in connection with

quarrying or mining or in connection with loading, unloading, carting and all other operations incidental to quarry work are expressly excluded from the indemnity granted under this Policy.

13.3.218 It is hereby understood and agreed that any work in connection with fixing and rigging is expressly excluded from the indemnity granted under this Policy.

13.3.219 It is hereby understood and agreed that this Policy is issued on the express understanding and condition that no blasting is done.

13.3.220 It is hereby understood and agreed that any work in connection with the manufacture of fireclay goods other than spur or still manufacture, or any work in connection with clay-getting from any quarry or pit or clay-mining operations or the construction repair or demolition of kiln chimneys is expressly excluded from the indemnity granted under this Policy.

13.3.221 Deleted

13.3.222 It is hereby understood and agreed that this Policy is issued on the express understanding and condition that no printing of daily newspapers or manufacture of paper is carried on.

13.3.223 It is hereby understood and agreed that the indemnity granted under this Policy is in respect of open workings only.

13.3.224 It is hereby understood and agreed that this Policy is issued on the express understanding and condition that the Insured is indemnified only in respect of accidents arising out of the repairing of - Barges, Dredgers, Yatches, Passenger Vessels, Hoppers, Tugs, Pilot Boats, Cargo Vessels not exceeding 1,000 tons gross measurement.

13.3.225 It is hereby understood and agreed that this Policy is issued on the express understanding and condition that the Insured is indemnified only in respect of accidents arising out of the repairing of - Barges, Dredgers, Yatches, Passenger Vessels, Hoppers, Tugs, Pilot Boats, Cargo Vessels not exceeding 2,000 tons gross measurement or of - Torpedo Boats, Destroyers, Steam Trawlers, Shallow-draught River Gunboats, exceeding 500 tons displacement or of warships, is expressly excluded from the indemnity granted under this Policy.

13.3.226 It is hereby understood and agreed that this Policy is issued on the express understanding and condition that the insured holds an off-licence only.

13.3.227 It is hereby understood and agreed that any work connection with demolition or pulling down of buildings, over 9 Metres in height or any work in connection with the fitting of generating stations is expressly excluded from the indemnity granted under this Policy.

13.3.228 It is hereby understood and agreed that this Policy is issued on the express understanding and condition that no cleaning work is undertaken other than in respect of the interiors of buildings.

13.3.229 Deleted

13.3.230 It is hereby understood and agreed that the indemnity granted under the within Policy does not extend to indemnify the Insured in respect of accidents to - a) Hands in warehouse receiving or delivering from or to vessels and/or on dock, quayside or wharf. b) Stevedores or lightermen

13.3.231 It is hereby understood and agreed that any work in connection with bottling by mechanically driven machinery is expressly excluded

from the indemnity granted under this Policy.

13.3.232 It is hereby understood and agreed that this Policy is issued on the express understanding and condition that the Insured is indemnified only in respect of accidents arising out of the repairing of - Barges, Dredgers, Yatches, Passenger Vessels, Hoppers, Tugs, Pilot Boats, Cargo Vessels not exceeding 2,000 tons gross measurement or of - Torpedo Boats, Destroyers, Steam Trawlers, Shallow-draught River Gunboats, exceeding 500 tons displacement.

13.3.233 Deleted

13.3.234 It is hereby understood and agreed that any work on buildings is expressly excluded from the indemnity granted under this Policy.

13.3.235 It is hereby understood and agreed that any work outside the shop or yard of the Insured, other than delivery or cartage is expressly excluded from the indemnity granted under this Policy.

13.3.236 It is hereby understood and agreed that any work in connection with erection of generating and storage plant is expressly excluded from the indemnity granted under this Policy.

13.3.237 It is hereby understood and agreed that any work in connection with the erection fitting up or repair of plant or installations in generating stations, cinemas collieries, factories, mines quarries, ships theaters music halls, public halls and on the roofs, of railway stations over 9 Metres in height is expressly excluded from the indemnity granted under this Policy.

13.3.238 It is hereby understood and agreed that any claim arising out of work on ships or underground in collieries, mines and quarries is expressly excluded from the indemnity granted under this Policy.

13.3.239 It is hereby understood and agreed that any work in connection with the construction or repair of any article, Part or unit which exceeds 12.7 kilogram in weight when completed for use, and any erecting fitting or repair in generating stations, cinemas, collieries factories, mines, quarries, ships theaters music halls, public halls and on roofs of railway stations over 9 Metres in height is expressly excluded from the indemnity granted under this Policy.

13.3.240 It is hereby understood and agreed that any work in connection with the construction or repair of any article, Part or unit which exceeds 5 tons in weight when completed for use, and any erecting fitting or repair in generating stations, cinemas, collieries factories, mines, quarries, ships theaters music halls, public halls and on roofs of railway stations over 9 Metres in height is expressly excluded from the indemnity granted under this Policy.

13.3.241 It is hereby understood and agreed that any work in connection with the manufacture or handling of any unit exceeding 12.7 kilogram in weight when completed for use is expressly excluded from the indemnity granted under this Policy.

13.3.242 to 13.3.244 Deleted

13.3.245 It is hereby understood and agreed that any work in connection with the construction and/or repair of any unit which exceeds 3 tons in weight when completed for use, or in connection with lift and crane making and erecting or any fitting, or erecting away from the shop or yard of the Insured is expressly excluded from the indemnity granted under this Policy.

13.3.246	It is hereby understood and agreed that any work in connection with lift and crane making and erecting is expressly excluded from the indemnity granted under this Policy.
13.3.247	Deleted
13.3.248	In consideration of any additional premium having been paid the within Policy is extended to indemnify the Insured in respect of his legal liability to occasional domestic employees engaged in connection with his house or garden (or stable*) (or in connection with motor cars). The expression "occasional" "domestic employees" shall not be deemed to include any person regularly employed for more than two days a week whether for the whole or part of a day, or any person employed continuously for more than two months. *To be inserted only when coach man, groom or syce is permanently employed and the necessary premium has been paid. To be inserted only when the additional premium has been based on the total premium paid including the premium paid for a permanent motor driver or drivers.
13.3.249 to 13.3.250	Deleted
13.3.251	It is hereby understood and agreed that any work in connection with the construction alteration or repair of buildings designed or intended to exceed when completed 9 Metres in height from the ground level is expressly excluded from the indemnity granted under this Policy.
13.3.252	It is hereby understood and agreed that any work in connection with the construction alteration or repair of roofs on buildings designed or intended to exceed when completed 9 Metres in height from the ground level is expressly excluded from the indemnity granted under this Policy.
13.3.253	In consideration of premium being paid on the total earnings of the undernoted employees receiving more than Rs. 1000/- per month, it is hereby understood and agreed that the within Policy subject to the terms and conditions thereof is extended to indemnify the insured in respect of his liability at Common Law including the Fatal Accidents Act 1855 for accidents to such employees arising out of and in the course of the employment.
13.3.254 to 13.3.257	Deleted
13.3.258	It is hereby understood and agreed that the indemnity granted under this Policy does not extend to indemnify the Insured in respect of accidents arising employees while engaged in racing pace making or speed trials.
13.3.259	It is hereby understood and agreed that all work in connection with the repair or Motor Cars is expressly excluded from the indemnity granted by this Policy.
13.3.260	It is hereby understood and agreed that all work in connection with making fitting or repairing of any single part or unit exceeding 508.00 kgs. is expressly excluded from the indemnity granted by this Policy.
13.3.261 to 13.3.265	Deleted
13.3.266	It is hereby understood and agreed that this Policy is issued on the express understanding and condition that no work is undertaken by the Insured requiring the use of stagings or slings.

13.3.267 to 13.3.276	deleted
13.3.277	It is hereby understood and agreed that all liability in connection with hands employed in foundry work is expressly excluded from the indemnity granted under this Policy.
13.3.278	Deleted
13.3.279	It is hereby understood and agreed that this Policy is issued on the express understanding and condition that the only work carried on by the Insured is the manufacture of crucible and/or blister steel.
13.3.280	Deleted
13.3.281	It is hereby understood and agreed that this Policy is issued on the express understanding and condition that the only work carried on by the Insured is the making of water fittings, excluding metres.
13.3.282	It is hereby understood and agreed that this Policy is issued on the express understanding and condition that the Insured does not undertake work on board ships.
13.3.283	Deleted
13.3.284	Deleted
13.3.285	It is hereby understood and agreed that this Policy is issued on the express understanding and condition that no work is done away from the shop or yard of the Insured.
13.3.286	Deleted
13.3.287	It is hereby understood and agreed that this Policy does not indemnify the Insured against claims in respect of accidents to employees while travelling in aircraft.
13.3.288	It is hereby understood and agreed that any work outside buildings is expressly excluded from the indemnity granted under this Policy.
13.3.289	It is hereby understood and agreed that any work outside buildings other than private dwellings, is expressly excluded from the indemnity granted under this Policy.
13.3.290	It is hereby understood and agreed that the indemnity granted under this Policy does not extend to indemnify the Insured in respect of any accident arising out of any work in connection with - a) The use of explosives; b) The making of sewers and/or other excavations, exceeding in any part a depth of 3 Metres from the surface; c) Quarrying d) Tunnelling
13.3.291	It is hereby understood and agreed that this Policy is issued on the express understanding and condition that no work is undertaken in connection with - a) The use of explosives; b) Quarrying c) Tunnelling
13.3.292	Deleted
13.3.293	It is hereby understood and agreed that this Policy is issued on the express understanding and condition that the Insured does no bleaching or dyeing other than of yarn and/or thread.
13.3.294	It is hereby understood and agreed that this Policy is issued on the express understanding and condition that the Insured does no calico printing.
13.3.295	It is hereby understood and agreed that any work in connection with wood-working machinery driven by steam, gas, water, electricity or other mechanical power, or in connection with the feeling, sawing

and carting of trees is expressly excluded from the indemnity granted under this Policy.

13.3.296 Deleted

13.3.297 The within Policy does not indemnify the Insured in respect of claims for lead poisoning.

13.3.298 The within Policy indemnifies the Insured only in respect of the making of toilet soaps from manufactured soap, the process carried on being the remelting and perfuming of manufactured soap.

13.3.299 Deleted

13.3.300 It is hereby understood and agreed that the within Policy does not indemnify the Insured in respect of any claim arising in connection with blasting operations or Timber felling.

13.3.301 It is hereby understood and agreed that the within Policy does not indemnify the Insured in respect of any claim arising in connection with sign, erecting.

13.3.302 It is hereby understood and agreed that the Company shall not be liable by virtue of this Policy if at any time the Insured carries on any other than a retail business.

13.3.303 It is hereby understood and agreed that no liability attaches to the Company if at any time the Insured has or uses any presses driven by steam, gas, water, electricity or other mechanical power.

13.3.304 It is hereby understood and agreed that no liability attaches to the Company under this Policy if any bleaching and/or dyeing is done by the Insured.

13.3.305 Deleted

13.3.306 Deleted

13.3.307 It is hereby understood and agreed that this Policy is issued on the express understanding and condition that the Insured does not work a quarry.

13.3.308 It is hereby understood and agreed that this Policy is issued on the express understanding and condition that any stone and/or slate Dressing and/or Stone Breaking Yard occupied by the Insured is not situated within one mile of the quarry worked by the Insured.

13.3.309 It is hereby understood and agreed that this Policy is issued on the express understanding and condition that the duties of none of the employees at any stone and/or State dressing and/or Stone breaking Yard occupied by the Insured take them at any time to a quarry where any blasting is done.

13.3.310 It is hereby understood and agreed that the within Policy does not indemnify the insured in respect of claims made by employees engaged in stables and/or away from the shop or yard of the Insured.

13.3.311 It is hereby understood and agreed that the within Policy does not indemnify the insured in respect of claims for accidents arising out of or in connection with cartage of goods.

13.3.312 It is hereby understood and agreed that this Policy is issued on the express understanding and condition that the Insured does not handle in the course of his business any other material than ivory and/or tortoiseshell and/or pearl.

13.3.313 It is hereby understood and agreed that the within Policy does not

indemnify the Insured in respect of claims for accidents arising out of work upon buildings.

13.3.314 to 13.3.316 Deleted

13.3.317 It is hereby understood and agreed that no liability attaches to the Company if the insured uses celluloid in the course of his business.

13.3.318 to 13.3.320 Deleted

13.3.321 It is hereby understood and agreed that this Policy is issued on the express understanding and condition that the Insured does not handle in the course of his business any explosives.

13.3.322 Deleted

13.3.323 It is hereby understood and agreed that any work in connection with the enamelling and Japanning of articles of any other material than metal is expressly excluded from the indemnity granted under this Policy

13.3.324 to 13.3.326 Deleted

13.3.327 It is hereby understood and agreed that any work in connection with churches, chapels, cinemas, exhibitions, music halls, public halls and theaters is expressly excluded from the indemnity granted under this Policy.

13.3.328 Deleted

13.3.329 It is hereby understood and agreed that this Policy is issued on the express understanding and condition that the Insured in the course of business does no quarrying or stone-cutting and uses no machinery either power driven or otherwise.

13.3.330 Deleted

13.3.331 It is hereby understood and agreed that this Policy is issued on the express understanding and condition that wool-combing is not and will not be carried on by the Insured in the course of business.

13.3.332 Deleted

13.3.333 This Policy is issued subject to a warranty by the Insured that no vessels are or will be loaded or unloaded by his employees at his warehouse situated at.....

13.3.334 It is hereby understood and agreed that any claim arising in connection with the use of cycles is expressly excluded from the indemnity granted under this Policy.

13.3.335 It is hereby understood and agreed that this Policy is issued on the express understanding and condition that the insured does not engage in any work involving the use at any time of ladders, stagings, and/or scaffolding.

13.3.336 It is hereby understood and agreed that all risks in connection with the use of motor cycles are expressly excluded from the indemnity granted under this Policy.

13.3.337 It is hereby understood and agreed that all works in connection with pits, whether by the Insured's employees or otherwise is expressly excluded from the indemnity granted under this Policy.

13.3.337A. Notwithstanding anything contained herein to the contrary it is hereby understood and agreed that the liability of the Company under the within Policy is restricted to accidents arising out of and in the course of employment which result in death and the Company shall not be liable to reimburse the Insured any compensation

payable in respect of non-fatal accidents.

13.3.338 Deleted

13.3.339 It is hereby understood and agreed that this Policy does not indemnify the Insured in respect of any claim arising in connection with the employment of wool Sorters.

13.3.340 It is hereby understood and agreed that the Company shall not be liable by virtue of this Policy if at any time the Insured engages in yarn production.

13.3.341 It is hereby understood and agreed that the Company shall not be liable by virtue of this Policy if at any time the Insured engages in any process other than winding.

13.3.342 It is hereby understood and agreed that any liability in connection with manufacture of aerated waters is expressly excluded from the indemnity granted under this Policy.

13.3.343 It is hereby understood and agreed that this Policy does not indemnify the Insured in respect of any claim arising in connection with fixing repairing or winding tower, turret or railway clocks.

13.3.344 It is hereby understood and agreed that this Policy is issued on the express understanding and condition that no manufacture of Celluloid Toys is carried on.

13.3.345 In consideration of the payment of an additional premium it is hereby understood and agreed that this Policy subject to its terms provisions and conditions is extended to indemnify the Insured in respect of the reasonable medical surgical and hospital expenses (including cost of conveyance to hospital) incurred by the Insured in connection with any case of injury to which the indemnity granted under this policy applies or would have applied had disablement exceeded three days.

13.3.346 See Residual Liability Tariff sheet 6

13.3.347 Deleted

13.3.348 Deleted

13.3.349 Notwithstanding anything to the contrary contained in the within Policy the Insured undertakes to make to the Company within one month of the termination of Insurance a declaration of maximum number of members of the club insured by the within Policy during such Period of Insurance and if the total number so declared shall differ from the number in respect of which premium has been paid, a proportionate additional premium shall be paid to or a proportionate refund of premium be made by the Company as the case may be.

13.3.350 It is hereby understood and agreed that the indemnity granted under this Policy does not extend to indemnify the Insured in respect of :- a) any accident arising out of any work in connection with :- 1) the use of explosives; 2) the making of sewers and/or other excavations exceeding in any part a depth of 3 Metres from the surface; 3) Quarrying; 4) Tunnelling; b) any death due solely and directly to working in or being released from compressed air or disablement of any kind arising from caisson disease otherwise called compressed air sickness.

13.3.351 It is hereby understood and agreed that the indemnity granted under this Policy does not extend to indemnify the Insured in respect of :- a) any accident arising in connection with :- 1) any work

other than of maintenance and/or repair 2) water diversion, pile driving dam construction or work within or behind dams; 3) the removal or fixing of dock gates; 4) the employment of drivers or the use of explosives. b) any death due solely and directly to working in or being released from compressed air or disablement of any kind arising from caisson disease otherwise called compressed air sickness.

13.3.352 It is hereby understood and agreed that the indemnity granted under this Policy does not extend to indemnify the Insured in respect of :- a) any accident arising out of any work in connection with the construction of bridges exceeding or designed to exceed any part when completed 6 Metres in height from road or water level at low tide or in connection with the construction of bridges built of other material than brick stone, timber or concrete. b) any death solely and directly to working in or being released from compressed air or disablement of any kind arising from caisson disease otherwise called compressed air sickness.

13.3.352A. It is hereby understood and agreed that the indemnity granted under this Policy does not extend to indemnify the Insured in respect of :- a) any accident arising out of any work in connection with the construction of bridges built of other material than brick stone timber or concrete. b) any death due solely and directly to working in or being released construction of bridges built of other material than brick stone

13.3.353 It is hereby understood and agreed that the indemnity granted under this Policy does not extend to indemnify the Insured in respect of :- a) any accident arising out of any work in connection with :- 1. the use of explosives 2. quarrying 3. tunnelling. b) any death due solely and directly to working in or being released from compressed air or disablement of any kind arising from caisson disease otherwise called compressed air sickness.

13.3.354 It is hereby understood and agreed that the indemnity granted under this Policy does not extend to indemnify the Insured in respect of :- a) any accident arising out of any work in connection, with the construction, alteration or demolition of buildings, the stations, reservoirs, filter beds and softening tanks, the sinking and digging of wells and the handling and use of explosives. b) any death due solely and directly to working in or being released from compressed air or disablement of any kind arising from caisson disease otherwise called compressed air sickness.

13.3.355 It is hereby understood and agreed that any work in connection with the sinking of shafts in connection with underground operations is expressly excluded from the indemnity granted under this Policy.

13.3.356 Deleted

13.3.357 It is hereby understood and agreed that this Policy is issued on the express understanding and condition that commercial Travellers covered under itemof the schedule are prohibited from using Motor Cycles, Scooters in course of their employment.

14. Public Liability

Claims arising out of accidents occurring in the insured premises first made in writing against the Insured during the Policy Period for and/or arising out of Injury and/or Damage but only against claims arising out of or in connection with the Business specified in the Schedule

14.0.1. Definitions

- 1.' Injury' means death, bodily injury, illness or disease of or to any person;
- 2.' Damage' means actual and/or physical damage to tangible property;
- 3.' Pollution' means pollution or contamination of the atmosphere or of any water land or other tangible property;
- 4.' 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.
- 5.' Policy Period' means the period commencing from the effective date and hour and, terminating at midnight on the expiry date as shown in the Policy Schedule.
- 6.' 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.

14.0.1. Conditions

1. 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 effected and the Company may amend the terms of this Policy according to the materiality of such change.
2. No claim shall be payable under this Policy unless the cause of action arises in India and the liability to pay claim is not without legal recourse to the Insured. It is further agreed and understood that only Indian Law is applicable to any such action.
3. 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 or policies, except in respect of any excess beyond the amount which could have been payable under such policy/policies, had this insurance not been effected.
4. 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' and shall become payable only upon the final settlement of the claim.

5. Indemnity Limits

The 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 for any one accident 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.

Claims Series Clause

For the purpose of this Policy where a series of and/or several bodily injuries and/or property damages are attributable direct 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.

6. The Insured shall give written notice to the Company as soon as reasonably practicable of any claims made against the Insured (or any specific event or circumstances 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 the event shall be forwarded to the Company immediately they are received by the Insured.

7. Notification Extension Clause

Should the Insured notify the Company during the Policy Period in accordance with General Condition 6 of this Coverage Section 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.

8. 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 claims 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 of payment of any claim will reduce the Indemnity Limit specified in the Schedule of the Policy.
9. 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.

The Company may at any time pay to the Insured in connection with any claim series of claims under this Policy to which an Indemnity Limit applies the amount

or

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.

10. In the event of liability arising under the Policy or the payment of a claim under this Policy, the Indemnity Limit under Policy shall get reduced to 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 Indemnity Limit to the original level even on payment of extra premium.

14.0.2. Exclusions:

1. This Policy does not cover liability
 - a) assumed by the Insured by agreement and which would not have attached in the absence of such agreement.
 - b) arising out of earthquake, earth-tremor, volcanic eruption, flood, storm, tempest, typhoon, hurricane, tornado, cyclone or other similar convulsions of nature and atmospheric disturbance.
 - c) arising out of deliberate, willful or intentional non-compliance of any Statutory provision.
 - D) arising out of loss of pure financial nature such as loss of goodwill, loss of market and all consequential financial losses
 - (i) arising out of all personal injuries such as libel, slander, false arrest, wrongful detention, defamation etc., and mental injury, anguish, or shock resulting therefrom.
 - (ii) infringement of plans, copyright, patent, trade name, trade mark, registered design.
 - e) arising out of fines, penalties, punitive or exemplary damages or any other damages resulting from the multiplication of compensatory damages.
 - f) due to constitution related exposures.
 - g) for property under care, control and custody of the insured
 - h) Arising out of resident/tenants/employees and other permanent occupants of the insured premises
2. This Policy does not cover liability for claims arising out of:
 - a) The ownership, possession of, use by or on behalf of the Insured of any motor vehicle or trailer for which compulsory insurance is required legislation other than the following:
 - (i) 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;
 - (ii) claims arising beyond the limits of any carriageway or thoroughfare caused by the loading or unloading of any other motor vehicle or trailer;
 - (iii) claims arising out of any motor vehicle or trailer temporarily in the Insured's custody or control for the purpose of parking.
 - b) transportation of materials and/or hazardous/dangerous substances outside Insured's premises
 - c) the ownership, possession or use by or on behalf of the Insured of any aircraft, watercraft or hovercraft
 - d) 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

- (i) 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).
 - (ii) Employees' and visitors' clothing and personal effects.
 - (iii) premises tenanted by the Insured to the extent that the Insured would be held legally liable in the absence of any specific agreement.
- e) the deliberate conscious or intentional disregard of the Insured's technical or administrative management or the need to take all reasonable steps to prevent claims.
 - f) 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.
 - g) liability more specifically insured elsewhere.
 - h) liability arising under any statute based on the doctrine of No-Fault Liability or under the Public Liability Insurance Act 1991.
 - i) claims arising out of or in connection with
 - (i) Pollution howsoever caused unless specifically covered
 - (ii) any product

14.1. Riders

14.1.1. Food and Beverages Rider

- i. Rider is, effective the date stated herein, extended to include all sums, which the Insured shall become legally liable to pay consequent upon any injury and/ or damage arising out of poisoning by foreign or deleterious matter in food, beverages and/ or any edible item supplied by or on behalf of the Insured, provided always that the Insured shall take every possible precaution to prevent supply of any food/ beverages/ edible item, which are not in good condition or free from contamination or fit for human consumption.
- ii. subject to the % of limit of indemnity not exceeding the overall aggregate limit, mentioned in the Schedule of the policy and per person limit of amount which shall form the part of over all limit as mentioned in the schedule of the Policy.

Exclusions:

1. the Company shall not be liable for any injury and/ or damage due to any pandemic and/ or epidemic diseases such as avian flu, SAARS

14.1.2. Care, Control & Custody Rider

- i. Rider is, effective the date stated herein, extended to include all sums, which the Insured shall become legally liable to pay consequent upon any injury and/ or damage to the valuable of the residents/ bona fide guests while such valuable are in the care, control and custody of the Insured in the premises mentioned in the schedule, provided always that the valuables shall be kept in the strong room/ cloak room maintained by the Insured for safe keeping and Insured maintains proper records showing the items deposited therein by each resident/ bona fide guest.
- ii. subject to the % of limit of indemnity not exceeding the overall aggregate limit, mentioned in the Schedule of the policy and per person limit of amount which shall form the part of over all limit as mentioned in the schedule of the Policy.

Exclusions:

This extension does not cover liability
Money, securities, documents, credit/ debit cards, plans

14.1.3. Extra Facility Rider

- i. Rider is, effective the date stated herein, extended to include all sums, which the Insured shall become legally liable to pay consequent upon any injury and/ or damage arising out of use of the facilities viz., Lift, Swimming Pool, Spa, Gymnasium, Salon, Valet Parking arising out of accidents (including accidents arising out of contamination of water) in the insured premises subject to the compliance of the following
 - a. The facility must be maintained in a hygienic condition within regular cleaning and maintenance by properly trained personnel
 - b. The materials used are proper and free of defects
 - c. Sanitary arrangements are proper
 - d. Qualified and adequate life guard/ instructor/ attendant/ trainer are on duty when the facilities are in use
- ii. subject to the % of limit of indemnity not exceeding the overall aggregate limit, mentioned in the Schedule of the policy and per person limit of amount which shall form the part of over all limit as mentioned in the schedule of the Policy.

Exclusion:

It is agreed that no coverage afforded by this policy shall apply to any damages for which the insured may be held liable:

- i. As a person or organization engaged in the business of manufacturing, distributing, selling or servicing alcohol beverages, by reason of the selling, servicing or giving of any alcohol beverage:
 - a. In violation of any statute, ordinance, or regulation;
 - b. To a minor, as defined by law;
 - c. To a person under the influence of alcohol, or
 - d. Which causes or contributes to the intoxication of any person; or
- ii. If not so engaged as an owner or lessor of premises used for such purposes, by reason of the selling, servicing or giving of any alcohol beverage in violation of any statute, ordinance or regulation.

14.1.4. Act of God Rider

- i. Rider is, effective the date stated herein, extended to include all sums, which the Insured shall become legally liable to pay consequent upon any injury and/ or damage arising out of Act of God perils, namely earthquake, earth-tremor, volcanic eruption, flood, storm, tempest, typhoon, hurricane, tornado, cyclone or other similar convulsions of nature and atmospheric disturbance.
- ii. subject to the % of limit of indemnity not exceeding the overall aggregate limit, mentioned in the Schedule of the policy and per person limit of amount which shall form the part of over all limit as mentioned in the schedule of the Policy.