

Only those sections are applicable that are mentioned in Your policy schedule.

Whereas the **Insured** named in the Schedule and carrying on the business as described in the Schedule of this policy has applied to HDFC ERGO General Insurance Company Limited (hereinafter called “The Company”) by a proposal which shall be the basis of this contract and be deemed to be incorporated herein for the insurance hereinafter contained and has paid the premium for the sections stated in the Schedule.

The Company hereby agrees subject to the terms and conditions contained herein or endorsed or otherwise expressed hereon that if the **Insured** shall sustain loss of or damage to property or incur liability or financial loss at any time during the period of insurance stated herein or any subsequent period in respect of which the **Insured** shall have paid and the Company shall have accepted the premium required for the Company to provide coverage to the **Insured** during the period of this policy or for the renewal thereof the Company will pay to the **Insured** for such loss, damage or liability in respect of which coverage is provided under this policy but not exceeding in any one period of insurance in respect of each of the several items/ sections specified herein the sum set opposite thereof respectively.

Section I - PROPERTY DAMAGE

Section I-A: Named Peril Basis

We cover physical loss or damage, or destruction of any **Insured Property** because of any Insured Event stated in the policy schedule and subject to the exclusions stated under this section and always subject to all other terms and conditions of this Policy.

Section I-A (i) Fire and Allied Perils

The events covered are given in Column A and those not covered in respect of these events are given in Column B.

	Column A	Column B
	We cover physical loss or damage, or destruction caused to the Insured Property by	We do not cover for loss or damage, or destruction caused to the Insured Property by
1	Fire, including due to its own fermentation, or natural heating, or spontaneous combustion	caused by a. its undergoing any heating or drying process, or b. burning of Insured Property by order of any Public Authority.
2	Explosion or Implosion	a. caused to boilers, economizers or other vessels, machinery or apparatus in which steam is generated, or their contents, resulting from their own explosion or implosion, or b. caused by centrifugal forces.
3	Lightning	-
4	Subsidence of the land on which Your Premises stand, Landslide, Rockslide	caused by a) 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, or e) demolition, construction, structural alterations or repair of any property, or ground works or excavations.
5	Bush fire, Forest fire and Jungle fire	-

6	Impact damage of any kind, i.e., damage caused by impact of, or collision caused by, any external physical object (e.g. vehicle, falling trees, aircraft, wall etc.),	<ul style="list-style-type: none"> a. caused by pressure waves caused by aircraft or other aerial or space devices travelling at sonic or supersonic speeds. b. caused by vehicle, animal or aircraft belonging to or owned by Insured or their employee while acting in the course of employment
7	Missile testing operations	-
8	Riot, Strikes, Malicious Damages	<p>caused by</p> <ul style="list-style-type: none"> 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. temporary or permanent dispossession, confiscation, commandeering, requisition or destruction by order of the government or any lawful authority, or c. temporary or permanent dispossession of any Building by unlawful occupation by any person.
9	Bursting or overflowing of water tanks, apparatus and pipes,	-
10	Leakage from automatic Sprinkler installations.	<ul style="list-style-type: none"> a. repairs or alterations in the Building in which Your Business is located, b. repairs, removal or extension of any sprinkler installation, or c. defects in the construction known to You.

11	Theft within 7 days from the occurrence of and proximately caused by any of the above Insured Events	if it is <ol style="list-style-type: none"> a. of any article or thing outside Your Premises, or b. of any article or thing attached from the outside of the outer walls or the roof of Your Premises, unless securely mounted.
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Section I-A (ii) STFI Perils

Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Tsunami, Flood and Inundation Cover

Loss, destruction or damage directly caused by Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Tsunami, Flood or Inundation excluding those resulting from Earthquake, Volcanic eruption, or other Convulsions of nature. (Wherever earthquake is covered all the words “excluding those resulting from Earthquake, Volcanic eruption or other Convulsions of nature” shall stand deleted).

Definition Specific to this section

- i) **Storm** Means an event with extreme atmospheric conditions such as strong winds with or without heavy rain, thunder, lightning, hail or snow recorded at a particular location.
- ii) **Cyclone/ Hurricane/Typhoon/Tempest/Tornado**
Means a type of Storm system characterized by large scale air mass that rotates around a centre of low atmospheric pressure.
- iii) **Tsunami**
Means waves caused by sudden movement of the ocean surface due to earthquakes, landslides on the sea floor, land slumping into the ocean, large volcanic eruptions, meteorite impact in the ocean.
- iv) **Flood and Inundation**
Means temporary accumulation of water in a normally dry area resulting in a rise in water levels in that area due to heavy rainfall, over flow of inland or tidal waters, flash flood or storm, cyclone, hurricane or typhoon

Section I-A (iii) Earthquake, Volcanic eruption or other Convulsions of nature:

Loss, destruction or damage (including loss or damage by fire) directly caused by to any of the property Insured by this policy occasioned by earthquake including Landslide / Rockslide resulting therefrom but excluding flood or overflow of the sea, lakes, reservoirs and rivers caused by Earthquake.

If STFI cover is also opted: 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 consequence of earthquake including flood or overflow of the sea, lakes, reservoirs and rivers and/or Landslide / Rockslide resulting therefrom.

Definition specific to this section:

Earthquake, Volcanic eruption, or other Convulsions of nature means seismic activity or a violent and abrupt shaking of the ground, caused by movement between tectonic plates along a fault line in the earth's crust; usually dependent on magnitude, peak ground acceleration or velocity.

Exclusions for Section – I-A

We do not cover losses or expenses, or any loss, damage to, or destruction of the **Insured Property**, directly or indirectly as a result of or if caused by or arising from events, stated below unless otherwise specifically covered and stated in the policy schedule

1. **Your** deliberate, wilful or intentional act or omission, or of anyone on **Your** behalf, or with **Your** connivance.
2. Loss, damage or destruction to any electrical/electronic machine, apparatus, fixture, or fitting by over-running, excessive pressure, short circuiting, arcing, self-heating or leakage of electricity from whatever cause (lightning included). This exclusion applies only to the particular machine so lost, damaged or destroyed. However, any ensuing loss or damage to other insured property due to operation of an insured peril is covered.
3. Loss, destruction or damage to the stocks in cold storage premises caused by change of temperature.
4. **Your** Premises or any Insured Building remaining continuously unoccupied for a period of more than 30 days, unless **You** have obtained prior written approval from **Us** and such approval is recorded as an endorsement on

- the Policy.
5. Pollution or contamination, unless
 - I. The pollution or contamination itself has resulted from an Insured Event, in which case only physical damage to the **Insured Property** is covered, or
 - II. An Insured Event itself results from pollution or contamination
 6. Loss of any **Insured Property** which is missing or has been mislaid, or its disappearance cannot be linked to any single identifiable Insured Event.
 7. Loss or damage to any **Insured Property** removed from **Your** Premises to any other place, except
 - I. Machinery and equipment temporarily removed for repairs, cleaning, renovation or other similar purposes for a period not exceeding 60 days,
 - II. Stock covered under Temporary removal of stocks under Clause D (2)
 8. Any reduction in market value of any **Insured Property** after its repair or reinstatement.
 9. Loss or damage to any **Insured Property** or any claim which is covered by a marine policy in force at the time of loss or damage, except in excess of the limits of that policy.
 10. Any consequential or indirect loss or damage of any description, i.e. losses or extra costs (financial or non-financial) that follow or are a consequence of an Insured Event, like, loss by delay, loss of income or wages or earnings, or of market, or of time, medical expenses, or any costs not covered by this Policy.
 11. Costs, fees or expenses for preparing any claim.
 12. Loss, destruction or damage to bullion or unset precious stones, any curios or works of art.
 13. Loss or damage to Money exceeding Rs 50,000
 14. Deeds, manuscripts and business books, plans, drawings, securities, obligations or documents of any kind, but only for the cost of the materials and clerical labor expended in reproducing such records for an amount exceeding ₹50,000 (Rupees Fifty Thousand) during the policy period.

Section I-B- All Risk

Scope of cover

In the event of any physical loss or damage or destruction to the '**Insured Property**', as mentioned in the Policy Schedule, by any fortuitous cause other than those specifically excluded, the Company hereby agrees subject to the Terms, Conditions and Exclusions herein contained or endorsed or otherwise

expressed herein, to pay the **Insured**, the amount of compensation as is reasonably and necessarily incurred thereof, by or on behalf of such insured, but not exceeding the sum insured as mentioned in the Schedule hereto, to the extent and the manner hereinafter provided.

Exclusions for Section – I-B

The following will not be covered under this policy when the '**Insured Property**' is covered on All Risk basis unless otherwise specifically covered and stated in the policy schedule:

- 1) Loss or Damage due to manufacturing defects in electrical, mechanical and electronic Items for which the manufacturer is responsible.
- 2) Loss or Damage due to improper handling, dismantling, fitting adjustment, repair alteration or modification not approved by the makers/manufacturers and/or the agents of makers/ manufacturers or use of such property contrary to the directives of the makers/manufacturers and/ or his agents.
- 3) Deliberate and sustained operation of the plant beyond rated capacity, imposition of abnormal operating conditions directly or indirectly resulting from overload beyond safe limits except for conditions permitted by the Original Equipment Manufacturers/Suppliers (OEM).
- 4) Loss of 'Contents' from a safe inside the insured 'Building', following the use of the key or any duplicate thereof or access code to the safe belonging to the **Insured**, unless this has been obtained by threat or by violence.
- 5) Loss or Damage liable to be repaired or made good by a third party under any contract of agreement.
- 6) Loss, destruction or Damage caused by Aircraft, other aerial or space devices and articles dropped therefrom excluding those caused by pressure waves.
- 7) Any loss or Damage occurring before the cover commences under the Policy.
- 8) Larceny.
- 9) Loss or Damage to the '**Insured Property**' if removed from any Building or place other than in which it is herein stated to be insured, except
 - a) Machinery and equipment temporarily removed for repairs, cleaning, renovation or other similar purposes for a period not exceeding 60 days
 - b) Stock covered under Temporary removal of stocks under Clause D (2)
- 10) A. Loss, destruction or damage to bullion or unset precious stones, any curios or works of art.
B. Loss or damage to Money exceeding Rs 50,000
- 11) Deeds, manuscripts and business books, plans, drawings, securities, obligations or documents of any kind, but only for the cost of the materials

and clerical labour expended in reproducing such records for an amount exceeding ₹50,000 (Rupees Fifty Thousand) during the policy period.

- 12) Portable electronic equipment(s) at the time of destruction or damage in the custody of or being used by anyone other than the **Insured** or his employee to whom the said portable item is entrusted.
- 13) Consequential loss or legal liability of any kind.
- 14) This policy does not cover damage to the '**Insured Property**' caused by following reasons unless otherwise specifically covered and stated in the policy schedule:
 - a) faulty or defective design materials or workmanship, structural defects, poor maintenance, inherent vice, latent defect, gradual deterioration, deformation or distortion or wear and tear, termites, natural ageing or any other gradually operating cause.
 - b) interruption of the water supply, gas, electricity or fuel systems or failure of the effluent disposal systems to and from the premises, unless Damage by a cause not excluded in the policy ensues and then the Insurer shall be liable only for such ensuing Damage.
 - c) (i) collapse or cracking of buildings
(ii) corrosion, rust, extremes or changes in temperature, dampness, dryness, wet or dry rot, fungus, shrinkage, evaporation, loss of weight, pollution, contamination, change in colour, flavour, texture or finish, action of light, vermin, insects, marring or scratching unless such loss is caused directly by Damage to the '**Insured Property**' or to premises containing such property by a cause not excluded in the policy
 - d) (i) acts of fraud or dishonesty of **Insured** or his employees
(ii) unexplained disappearance or inventory shortage - misfiling or misplacing of information shortage in supply or delivery of materials or shortage due to clerical or accounting error
 - e) (i) coastal or river erosion
(ii) normal settlement or bedding down of new structures
- 15) (i) Permanent or temporary dispossession of any building resulting from the unlawful occupation of such building by any person provided that the Insurers are not relieved of any liability to the **Insured** in respect of Damage to the '**Insured Property**' occurring before dispossession or during temporary dispossession which is otherwise insured by this Policy
(ii) The destruction of property by order of any public authority

In any action, suit or other proceeding where the Insurer alleges that by reason of the provisions of Exclusions 15 (i) above any loss destruction or damage is not covered by this insurance the burden of proving that such loss destruction or damage is covered shall be upon the **Insured**.

16) Expenses necessarily incurred on:

architects, surveyors and consulting engineer's fees in excess of the limit mentioned under Clause D(5)-Professional fees and debris removal by the **Insured** following a loss, destruction or damage to the Property insured by an insured peril in excess of the limit mentioned under Clause D(6)-Cost of removal of debris

- 17) Pollution, except for pollution of the property insured under this Policy if caused as a result of the risks expressly covered thereunder or damage to the '**Insured Property**' as a result of the risks expressly covered under this policy which were caused as a result of pollution.
- 18) Erasure, Destruction, Distortion or corruption of electronic data (including following a computer virus), software or any kind of programming or instruction set. This exclusion does not apply to resulting loss or damage to Property Insured, should an Insured Event (except malicious, purposeful and intentional loss or damage) follow.
For the purpose of this exclusion "electronic data" shall mean Information converted to a form useable for communications, interpretation or processing by electronically controlled equipment, including program, software and other coded instructions.
- 19) Any loss or damage to any machine and/or electrical appliance and/or electrical apparatus or a part thereof which was caused by fire which broke out as a result of the following matters or by them:
Excess voltage, overloading, short-circuit, electrical arcing, over heating which was caused by any reason whatsoever including lightning, provided that this limitation shall only apply in regard to that electrical machine, or the electrical appliance or the electrical apparatus or to a part thereof which may be separated, which was damaged as aforementioned and not in regard to other electrical machines, appliances or apparatus which sustained loss or damage from fire which spread and reached them.
- 20) Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from; confiscation, nationalization, commandeering, requisition or destruction of or damage to property by order of the Government of India or any public seizure or destruction under quarantine or customs regulation.
- 21) Loss or damage to agricultural pump set and agricultural equipment(s)

PROVISIONS APPLICABLE TO BOTH SECTION I(A) AND SECTION I(B)

CLAUSE A: BASIS OF SUM INSURED:

A.1 Basis of Sum Insured: For Building

Reinstatement Value Basis:

This is the amount at which the **Insured Property** can be reinstated or replaced by a similar property, without deducting depreciation, and to the extent required to bring that Property to a condition substantially the same as, but not superior, better or more extensive than its condition if it were new on the date it is damaged or destroyed.

Saleable Value Basis: -

The Sum Insured shall be the present saleable Value of the '**Building**' as on date of Insurance.

Loss Limit basis:

Sum insured that is appropriate enough to cover the property that is exposed to loss or damage in a single loss occurrence.

A.2 Basis of Sum Insured: For Plant and Machinery, Furniture, Fixture, Fittings and any other Contents

Loss Limit basis:

Sum insured that is appropriate enough to cover the property that is exposed to loss or damage in a single loss occurrence.

Reinstatement Value Basis:

This is the amount at which the Insured Property can be reinstated or replaced by a similar property, without deducting depreciation, and to the extent required to bring that Property to a condition substantially the same as, but not superior, better or more extensive than its condition if it were new on the date it is damaged or destroyed.

A.3 Basis of Sum Insured: For Stocks

For raw material: landed cost at **Your** Premises.

For stock in process: input cost of the stock at the time of loss.

For finished stock: the manufacturing cost of the Finished Stock or the Contract Price of goods sold but not delivered and more precisely defined below.

Contract Price is in respect only of goods sold but not delivered, for which **You**

are responsible and with regard to which under the conditions of the sale, the sale contract is cancelled by reason of any Damage insured under this Policy either wholly or to the extent of the Damage. The Company's liability shall be based on the Contract Price.

Bullion or unset precious stones, any curios or works of art or obsolete machinery and the like are to be covered on Agreed Value basis subject to a valuation certificate being submitted and found acceptable by **Us**.

A.4 Market Value Basis (applicable for all Assets including stocks)

Sum Insured shall be equal to the cost of replacement of the property by new content of the same kind and same capacity factoring any allowance for wear and tear and/or depreciation.

CLAUSE B: BASIS OF CLAIM SETTLEMENT:

If any Insured Property is physically damaged, lost or destroyed, **We** will pay **You** as follows:

a) If sum insured is on Reinstatement/ Replacement Value Basis

1) Partial Loss:

- If Building or Plant and Machinery or Furniture, Fixture, Fittings is a Partial Loss, **We** will reimburse to **You** the cost of repairs to the extent required to bring that Property to a condition substantially the same as, but not superior, better or more extensive than its condition if it were new on the date it was damaged.

If any Insured Stock is a Partial Loss We will pay You to the extent of the loss of such partial loss

2) Total Loss:

- If Building or Plant and Machinery or Furniture, Fixture, Fittings is a Total Loss, **We** will pay **You** for
 - a. The Reinstatement/Replacement Value of the Building or Plant and Machinery or Furniture, Fixture, Fittings.
 - b. Reconstruction of the new building on the same site, or another site. If **You** reconstruct the new Building or Reinstatement the Plant and Machinery or Furniture, Fixture, Fittings on another site **We** will not pay **You** more than what **We** would pay to reconstruct or replace on the same site.

Reinstatement using standard material readily available and in common for similar type of Building.

Other terms related to this settlement:

- **You** must commence the repairs or Reinstatement within a reasonable time after the date of the damage or destruction. **You** must complete the repairs or Reinstatement within reasonable time, in any case not beyond 12 months from the date of damage or destruction, or within such time as **We** may allow in writing.
- if **You** fail to start the work of the repairs or Reinstatement within reasonable time, or to complete the repairs or Reinstatement within time **We** will pay **Your** claim based on the Market Value of the Building, Plant and Machinery, Furniture, Fixture, Fittings as the case maybe.
- **We** will pay the Market Value of the Building, Plant and Machinery, Furniture, Fixture and Fittings at the time it is a Total Loss, but not more than the relevant Sum Insured:
 - a. if the Building cannot be Reinstated or rebuilt due to Municipal, State or Central law, rules, regulations or bye-laws,
 - b. if You do not wish to Reinstated the Building, Plant and Machinery, Furniture, Fixture, Fittings

3) If the Stock is a Total Loss, We will pay You as follows:

- a. landed cost at **Your** Premises for Stock of raw materials,
- b. total manufacturing cost for Stock of finished goods,
- c. the input value of Stock in process at the time loss,
- d. The Contract Price in case of goods sold but not dispatched, and lying within **Your** premises for which **You** are responsible under the terms of a contract of sale. **We** will pay **Your** claim on the basis of the Contract Price, if the sale is cancelled wholly or to the extent of loss or damage caused by an Insured Event covered by this Policy. For the purposes of this para, the value of all goods to which this basis of settlement could apply in the event of loss or damage will also be ascertained on the same basis.

b) If sum insured is on Saleable Value Basis

Partial Loss:

- If **You** make a claim under the policy for damage to **Your** Building due to any of the insured perils, **We** reimburse the cost to repair it to a condition substantially the same as its condition at the time of damage. **You** must spend for repairs, and claim that amount from **Us**.

Total Loss:

Our liability shall be limited to the actual cost of reconstruction or reinstatement of the damaged Building of the same kind or type but not superior to or more extensive than the Building when new on the date of loss but not exceeding the Sum Insured stated in the Schedule.

- If **You** opt to retain the damaged Insured Building but does not intend to reinstate or reconstruct, the basis of settlement shall be the cost of reconstruction of the said building of the same kind or type but not superior to or more extensive than the Insured Building when new less depreciation as per age of the Insured Building as on Date of the Loss but not exceeding the Sum Insured Stated in the Schedule.
- If **You** opt not to reconstruct or reinstate the damaged Building or retain the Building and instead opts to abandon the Building to the Insurer including vesting in the Insurer all rights of the **Insured** in relation to Building insured including the right to reconstruct the same, in which case the amount payable shall be the Sum Insured indicated in the Policy Schedule.
- If only an additional structure is destroyed, **We** will pay **You** an amount equal to the Cost of Construction of the additional structure.

c) If sum insured is on Market Value Basis

Partial Loss:

- If Plant and Machinery or Furniture, Fixture, Fittings is a Partial Loss, **We** will reimburse to You the cost of repairs to the extent required to bring that Property to a condition substantially the same as, but not superior, better or more extensive than its condition if it were new on the day it was damaged.
- If any Insured Stock is a Partial Loss **We** will pay **You** to the extent of the loss of such Partial Loss

Total Loss:

If Plant and Machinery or Furniture, Fixture, Fittings and other contents

including stocks is a Total Loss, **We** will pay **You** for

- The Reinstatement/Replacement Value of the Plant and Machinery or Furniture, Fixture, Fittings and other contents less allowance for wear and tear or depreciation.
- If **You** Reinstates the Plant and Machinery or Furniture, Fixture, Fittings on another site **We** will not pay **You** more than what **We** would pay to replace on the same site.

d) If sum insured is on Loss Limit Basis (Not applicable for stocks)

Partial Loss:

- If Building, Plant and Machinery or Furniture, Fixture, Fittings is a Partial Loss, **We** will reimburse to **You** the cost of repairs to the extent required to bring that Property to a condition substantially the same as, but not superior, better or more extensive than its condition if it were new on the day of damage.

We will pay maximum up to the limit specified in the policy schedule. Application of underinsurance is waived.

Total Loss:

- If Building, Plant and Machinery or Furniture, Fixture, Fittings is a Total Loss, **We** will pay **You** for the Reinstatement/Replacement Value of the Plant and Machinery or Furniture, Fixture, Fittings **We** will pay maximum up to the limit specified in the policy schedule. Application of underinsurance is waived.

NOTE: We will also pay amounts that are part of coverage under inbuilt cover. In any claim, **We** will not pay more than the relevant Sum Insured,

CLAUSE C: OTHER PROVISIONS:

Designation of Insured Property

For the purpose of determining under which item any Property is insured, **We** agree to accept the designation under which such Property appears in **Your** books of account.

Underinsurance

It is hereby declared and agreed that if, at the time of damage, the value for

the relevant Buildings, Plant and Machinery, Furniture, Fixtures, Fittings, Stocks, and other contents is greater than the sum insured declared under the policy, the insured will be responsible for bearing a proportional share of the loss. **Insured's** proportional share of loss shall be determined by the percentage of underinsurance found in excess of the waiver limit for underinsurance which shall be 15%.

- This provision does not apply to the items specifically insured on the loss limit basis.
- This provision will supersede the condition of average as mentioned in General Condition.
- This provision will not apply for specific contents.

Restoration of Sum Insured

Except as stated in **Cancellation Clause** of this Policy, the insurance cover will at all times be maintained during the Policy Period to the full extent of the respective Sums Insured. This means that after **We** have paid for any loss, the policy shall be restored to the full original amount of Sum Insured. **You** must pay to Us proportionate premium for the unexpired Policy period from the date of loss. **We** can also deduct this premium from the net claim that **We** must pay **You**.

Notwithstanding the above, the Sum Insured shall stand reduced by the amount of loss in case **You**, immediately on occurrence of the loss, exercise **Your** option not to restore the Sum Insured.

Partial Insurance

You will not have an option to-

- a) obtain a policy covering only certain portions of a building. Notwithstanding this, the plinth and foundations or only the foundation of a building may be excluded.
- b) obtain a policy covering only specified machinery, parts of machine or accessories thereof in the insured premises.

However; if portions of a building and/or machinery at the insured premises are under different ownership, it is permissible for each owner to insure separately but to the full extent of his interest on the building and/or machinery therein.

Your Obligations -

1. Make true and full disclosure in the proposal and related documents

HDFC ERGO General Insurance Company Limited. IRDAI Reg. No.146. CIN: U66030MH2007PLC177117. Registered & Corporate Office: 6th Floor, Leela Business Park, Andheri-Kurla Road, Andheri (East), Mumbai – 400 059. UIN: Business Secure Vyaapar Suraksha - IRDAN146RPMS0085V01202526.

- (i) **You** have a duty of disclosure to tell **Us** everything **You** know, or could reasonably be expected to know, that is relevant to **Us** for deciding whether to give **You** insurance cover and on what terms. **You** owe this duty to disclose such relevant material information even if **We** have not specifically asked for it. This duty extends to any information or declarations given by anyone else on **Your** behalf.
- (ii) **We** have agreed to give **You** insurance cover entirely on the basis of the information **You**, or anyone on **Your** behalf, have given **Us** in the proposal, statements and other declarations and documents (in writing or electronic) about Yourself, the Building, Plant and Machinery, Furniture, Fixture, Fittings, Stocks and other Contents. The correct and complete information **You** give is the basis of **Our** contract with **You**. **Our** promise to pay is conditional upon the truth of these statements and on the assumption that **You**, or anyone on **Your** behalf, has not withheld any material information about Yourself, the Building, Plant and Machinery, Furniture, Fixture, Fittings, Stocks and other Contents.

2. Make true statements and full disclosure in the claim and related documents

You must also give true and full information in **Your** claim and submit true documents. If **You** give any false information or document in the claim, or if **You** withhold any information or document (written or electronic), **We** have a right to refuse payment of **Your** claim. **We** may also cancel **Your** policy.

3. Obligation to take care: You must:

- i. ensure that unauthorized persons do not occupy **Your** Premises.
- ii. whenever **Your** Premises or any Building in **Your** Premises is unoccupied, **You** must ensure that all security procedures on **Your** Premises are in force.

4. Inform change in circumstances:

You must inform **Us** immediately if:

- i. **You** change the nature of **Your** Business or any processes,
- ii. **You** let out **Your** Premises or any part, or **Your** Premises will no longer be solely occupied by **You**
- iii. **You** change the use of **Your** Premises or any Building,
- iv. **Your** Premises or any Building remains unoccupied for more than 30 days.

5. Allow inspection and investigation of claim

You must allow and give full cooperation for the survey/investigation of **Your** claim by **Us**. **You** must allow **Us**, and any surveyor, officer or other representative that **We** authorize, to enter **Your** Premises, inspect it, take photographs and where required, permit the scientific testing and investigation of any insured article affected by the insured peril, **You** must answer all questions asked regarding **Your** claim truthfully and completely, and submit all documents that **We** will require.

6. Follow claim procedure

When **You** suffer any loss or damage to any **Insured Property**, and wish to make a claim, **You** must follow all steps stated in this Policy about immediate reporting to **Us** and to the appropriate Legal Authorities as per Claim Procedure of this Policy.

CLAUSE D: In-Built Covers (applicable to both Section 1A and 1B)

If **We** agree to pay **Your** claim for loss or damage to **Insured Property**, **We** will also pay for the following loss or damage and expenses.

1. Additions, alterations or extensions:

We cover Buildings, Plant, Machinery, and Furniture and Fittings, or other Contents which **You** will erect, or acquire, or for which **You** will become responsible, after the commencement Date, in the **Insured** Premises. We will pay, for that item as follows:

- i) **You** inform **Us** of the item so erected or acquired within 7 (seven) days of it becoming known to **You**,
- ii) Such item of Property is not otherwise insured,
- iii) Maximum limit under this cover is 15% of Sum Insured (excluding stocks),
- iv) Subject to Underinsurance provision of this Policy.

2. Temporary removal of stocks:

We cover stocks temporarily removed to any other premises for the purposes of fabrication, processing or finishing, or other similar purposes as follows:

- i) Maximum cover will be 10% of the Sum Insured of Stock,
- ii) Such stock is not otherwise insured.

3. Cover for Specific Contents:

We cover the following, as applicable:

- a) Money for an amount not exceeding ₹50,000 (Rupees Fifty Thousand) during the policy period.
- b) Deeds, manuscripts and business books, plans, drawings, securities,

- obligations or documents of any kind, but only for the cost of the materials and clerical labour expended in reproducing such records for an amount not exceeding ₹50,000 (Rupees Fifty Thousand) during the policy period.
- c) Computer programmes, information and data but only for the cost of the materials and clerical labor expended in reproducing such records for an amount not exceeding ₹5 Lakh (Rupees Five Lakh) during the policy period.
 - d) Employees', Directors', visitors' personal effects of every description (other than motor vehicles) for an amount not exceeding ₹15,000 (Rupees Fifteen Thousand) per person for a maximum of 20 (twenty) persons during the policy period.

The above inbuilt cover is not applicable if sum insured is opted on loss limit basis.

4. Start-Up Expenses:

We cover start-up costs necessarily and reasonably incurred by the insured in respect. of the insured risk consequent upon a loss or damage covered by this policy for an amount specified in the policy schedule for the entire policy period.

The above inbuilt cover is not applicable if sum insured is opted on loss limit basis.

5. Professional fees:

We will pay the expenses that You incur towards reasonable fees of Architects, Surveyors and Consulting Engineers as follows:

- i) The fees are paid for preparing plans, specification tenders and quantities, and services in connection with the superintendence of the reinstatement of the Insured Building, Machinery, Accessories or Equipment;
- ii) The maximum We pay is 5 % of the admissible claim amount;

We do not cover fees or costs for preparing any claim or estimate of loss or damage by the Insured Perils.

6. Costs for removal of debris:

We will pay reasonable expenses **You** incur towards removal of debris of any **Insured Property** from **Your** Premises, and dismantling, demolishing, shoring up or propping up of Insured Building or Machinery. The maximum **We** pay is 2 % of the admissible claim amount.

7. Public Authority:

This Section of the Policy includes such additional cost of reinstatement of

the destroyed or damaged sections of the Property caused by a contingency insured against as may be incurred solely by reason of the necessity to comply with any Regulations, Bye-laws or Statutory Provisions relating to the reinstatement of Property provided that:

- i. The amount recoverable under this extension shall not include:
 - a) the cost of complying with any such Regulations, Bye-laws, or Statutory Provisions where destruction or damage occurs prior to inception of this Policy, or is not **insured** by this Policy, or where notice to comply has been served upon the Insured prior to the occurrence of any destruction or damage or in respect of any undamaged sections of the Property;
 - b) any increased rates, taxes, duties, charges, levies or assessment as a result of complying with such Regulations, Bye-laws or Statutory Provisions;
- ii. The work of reinstatement must be commenced within 12 months of the date of occurrence of any loss or damage unless permitted by the insurer within the said 12 months, and may be carried out wholly or partially upon another site, provided that the liability of the Insurer is not increased thereby.

8. 72 Hours Clause

Windstorm (Storm. Cyclone. Typhoon. Tempest. Hurricane and Tornado)

Insurers shall not be liable for any loss occurring before the effective date and time of the Policy nor for any loss commencing after the expiration date and time of this Policy. However, The Insurer will be liable for any losses occurring for a period of up to maximum seventy-two (72) hours after the expiration of this Policy, provided that the first windstorm damage occurs prior to the date and time of the expiration of this Policy.

Each loss by windstorm shall constitute a single claim hereunder; provided, if more than one windstorm shall occur within any period of seventy two (72) hours during the term of this Policy such windstorm shall be deemed to be a single windstorm within the meaning thereof. Official recognized Authority (or as agreed between The Insurer and The **Insured**) will elect the moment from which each of the aforesaid periods of seventy two (72) hours shall be deemed to have commenced but no two such seventy two (72) hour periods shall overlap.

Flood Insurers shall not be liable for any loss caused by flood occurring before the effective date and time of this policy nor for any loss commencing

after the expiration date and time of this policy. However, The Insurer will be liable for any losses occurring for a period of up to maximum seventy-two (72) hours after the expiration of this Policy, provided that the first flood damage occurs prior to the date and time of the expiration of this Policy. Each loss caused by flood and all losses caused by flood within a seventy-two (72) hours period shall be deemed to constitute a single loss. Official recognized Authority (or as agreed between The Insurer and The **Insured**) will elect the moment from which each of the aforesaid periods of seventy two (72) hours shall be deemed to have commenced but no two such seventy two (72) hours periods shall overlap.

Earthquake (TO BE DELETED IF EARTHQUAKE IS NOT OPTED FOR and SPECIFIED IN POLICY SCHEDULE)

Insurers shall not be liable for any loss caused by an earthquake occurring before the effective date and time of this policy nor for any loss commencing after the expiration date and time of this policy. However, The Insurer will be liable for any losses occurring for a period of up to maximum seventy-two (72) hours after the expiration of this Policy, provided that the earthquake damage occurs prior to the date and time of the expiration of this Policy. Any and all losses caused by earthquake shall constitute a single loss hereunder provided that more than one earthquake shock occurring within any seventy two (72) hour period during the Period of Insurance of this Policy shall be deemed to be a single earthquake within the meaning thereof.

9. Additional Insured Clause:

Notwithstanding anything to the contrary contained in this Policy, it is hereby agreed and declared that any individual, firm, corporation and/or its joint ventures, for whom or with whom the **Insured** may be operating is hereby named as additional **Insured** in The Schedule when required by contract, or as required. It is further understood and agreed that in the event there is any violation of the terms and conditions of this insurance by one **Insured**, it shall not affect the rights of other **Insured's**; including interest of mortgagees and notice of assignment in respect thereof. Nothing contained in this Cover shall be deemed to increase the Sum(s) Insured or Limit of Indemnity stated in the Schedule. Subject otherwise to the terms, exclusions, conditions and limitations of this Policy.

10. Pairs and Sets Clause:

In the event of insured loss or damage to the personal property, this policy shall insure the resulting reduction in value of the remaining undamaged components or parts of products customarily sold as individual units or sold

as pairs, sets, lots or in ranges. At the Insured's option, the Insured may collect the full value of the pair or set provided the Insured tenders the remaining article or articles of the pair or set to the Insurer.

The above inbuilt cover is not applicable if sum insured is Opted on loss limit basis

11. Destruction of Insured Property:

In the event of total or partial loss of or damage or destruction to the property hereunder, the destruction of sound insured property, necessary replacement and reinstatement of damaged insured property is covered

GENERAL DEFINITIONS: APPLICABLE TO THIS POLICY

Special Meanings of certain words: Words stated in the table below have a special meaning throughout this Policy, the Policy Schedule and Endorsements. These words with special meaning are stated in the Policy with the first letter in capitals.

Sr. No.	Word/s	Specific meaning
1	Agreed Value	An amount agreed between You and Us at the policy Commencement Date for items, the value of which cannot be ascertained.
2	Bank	A bank or any financial institution

3	Building	<p>Any building or structure in Your Premises where You carry on Your Business.</p> <p>It includes:</p> <p>a) Basement (if any), all fixtures and fittings permanently attached to the floor, walls or roof like electrical wiring, antennas etc.</p> <p>b) The following ‘additional structures’ located on Your Premises and used for Your Business, that are shown in the Policy Schedule:</p> <p>i) garage, out-houses, security sheds, towers, verandah or porch, tanks, compound walls, retaining walls, fences, gates and internal roads, lifts, hoists, solar panels, wind turbines and air conditioning systems, central heating systems, security systems and cameras, electrical installations, fire alarm, fire sprinkler systems, power lines, power installations,</p> <p>ii) water, gas and sewage pipeline within Your premises or</p> <p>iii) any other structure shown in the Policy Schedule.</p>
4	Business	Your commercial enterprise, trade or profession as shown in the Policy Schedule.
5	Commencement Date	It is the date and time from which the Insurance Cover under this Policy begins. It is shown in the Policy Schedule.
6	Contents	Those articles or things in Your Premises that are not permanently attached or fixed to the structure of Your Premises
7	Endorsement	A written amendment to the Policy that We make (additions, deletions, modifications, exclusions or conditions of an insurance Policy) which may change the terms or scope of the original policy.
8	Excess	It is the amount that You must bear in each and every claim before We become liable to pay.

9	Insurable Assets	All Buildings, Plant and Machinery, Furniture, Fixture and Fittings, Stock and all other Contents which, for the purposes of Your Business, You own, or hold as tenant or occupant, or hold in trust or on commission, or are legally responsible for as part of Your trade, even if You have not taken insurance cover for any of them.
10	Insured Property	The Building, Plant and Machinery, Furniture, Fixture and Fittings, Stocks and any other Contents that are declared and insured by You under this Policy, and are located in Your Premises unless specifically stated in this Policy. The Insured Property is shown in the Policy Schedule
11	Kutchra Construction	Building(s) having walls and/or roofs of wooden planks/thatched leaves and/or grass /hay of any kind/bamboo /plastic cloth/ asphalt/ canvas/ tarpaulin and the like.
12	Market Value	Market Value means new Replacement/ Reinstatement Value minus depreciation reckoned as on the date of loss.
13	Saleable Value	This is the purchase cost of an insured property or a value which can be realized if the insured property is sold on the inception date of Policy.
14	Loss Limit	It is the sum insured of the property declared by the Insured that is exposed to loss or damage in a single loss occurrence.
15	Money	Cash, bank and currency notes, credit cards, telephone cards, cheques, crossed bankers' drafts, postal orders, luncheon vouchers, current postage stamps, trading stamps, National Savings Certificates, Premium Bonds, credit sales vouchers or receipts, unexpired units in franking machines, gift tokens and consumer redemption vouchers belonging to You or for which You are responsible.
16	Partial Loss	Any loss other than Total Loss.

17	Plant and Machinery	<p>All equipment, machinery, pipes and cables, spares, computers, servers and preloaded licensed system software located within any structure or in the open area of Your Premises.</p> <p>It includes</p> <ul style="list-style-type: none"> i. machines under repair, ii. machines taken on hire or lease, or through any system of purchase of goods, iii. foundation, bedding or setting of the machines, or iv. accessories of machines.
18	Policy Period	Policy period means the period commencing from the effective date and time as shown in the Policy Schedule and terminating at Midnight on the expiry date as shown in the Policy Schedule or on the termination of or the cancellation of insurance as mentioned in this policy, whichever is earlier.
19	Policy Schedule	The document accompanying and forming part of the Policy that gives Your details and of Your insurance cover.
20	Premium	The premium is the amount You pay Us for this insurance. The Policy Schedule shows the amount of premium for the Policy Period and all other taxes and levies.
21	Pucca Construction	Construction other than Kutcha Construction.
22	Reinstatement/ Replacement	<p>Reinstatement/Replacement is defined as:</p> <ul style="list-style-type: none"> i. the reconstruction of buildings or replacement of other property lost or destroyed. ii. the repair or partial replacement of property damaged. <p>In either case, to a condition substantially the same as but not superior, better or more extensive than its condition if it were new on the date it is damaged or destroyed.</p>

23	Stocks	Any stock of goods or merchandise. It may be: i) Finished goods, semi-finished goods, stock in process, stock invoiced and ready for dispatch, ii) Raw materials, packing materials, or iii) Stock held in trust for which You are responsible. iv) Stock in Open in the Insured Premise
24	Sum Insured	The amount shown as Sum Insured in the Policy Schedule. It represents Our maximum liability for each cover or part of cover and for each loss, as applicable.
25	Total Loss	A situation where the Insured Property or item is completely destroyed, lost, or damaged beyond retrieval or repair, or the cost of repairing it, is more than the Sum Insured of that item or in total
26	We, Us, Our, Insurer	The HDFC ERGO General Insurance Company that has provided Insurance Cover under this Policy; of the Company.
27	You, Your, Insured	The Insured Person/s, Company or other entity shown in the Policy Schedule who has/have purchased insurance cover under this Policy; of such Insured Person/s.
28	Your Premises	The premises in which You carry on Business that is occupied by You for the purposes of Business declared to Us and is reflected in the Policy Schedule.

SECTION II – BURGLARY AND HOUSE BREAKING

The Company will indemnify the Insured to the extent of the intrinsic value of -

- a. any loss of or damage to property belonging to the Insured or held in trust or on commission for which he is responsible or any part thereof whilst contained in the premises described in the Schedule hereto due to burglary or house-breaking (theft following upon an actual forcible and violent entry of and/or exit from the premises) or hold-up;
- b. damage caused to the premises resulting from burglary and/or housebreaking or any attempt threat, any time during the period of insurance up to 5% of the Sum Insured for all contents.

Provided always that the liability of the Company shall in no case exceed the Sum Insured stated against each item or total Sum Insured stated in the Schedule.

If sum insured is on Loss Limit Basis (Not applicable for stocks)

Partial Loss:

- **We** will reimburse to **You** the cost of repairs to the extent required to bring that Property to a condition substantially the same as, but not superior, better or more extensive than its condition if it were new on the day of damage.

We will pay maximum up to the limit specified in the policy schedule. Application of underinsurance is waived.

Total Loss

- **We** will pay **You** for the Reinstatement/Replacement Value of the Plant and Machinery or Furniture, Fixture, Fittings

We will pay maximum up to the limit specified in the policy schedule. Application of underinsurance is waived.

EXCLUSIONS UNDER SECTION II

The Company shall not be liable in respect of -

1. a) Gold, silver or articles made of precious metals, watches or jewellery or precious stones or models or coins or curios, sculptures, manuscripts, rare books, plans, medals, moulds, designs, deeds, bonds, bills of exchange, bank, treasury or promissory notes, cheque, money, securities, stamps, collection of stamps, business books or papers, motor vehicle unless specifically insured.
b) Any goods lying outside such portion of the Premises insured as is enclosed, unless specifically insured
2. Loss or damage where any inmate or member of the **Insureds** household or his business staff or any other person lawfully in the premises in the business is concerned in the actual theft 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.
3. Loss or damage which is recoverable under any other section of this policy
4. Loss of money and/or other property abstracted from a safe following the use of the key to the said safe or any duplicate thereof belonging to the Insured, unless such key has been obtained by assault or

violence or any threat thereof.

Loss or damage if the premises shall have been left uninhabited by day and night for seven or more consecutive days and nights unless, in every case, the consent of the Company to the continuance of the insurance thereon is obtained and signified on the policy

5. Any Act of Theft. Theft shall have the same meaning as mentioned under Section 303 of Bharatiya Nyaya Sanhita (BNS) Code and amendment thereof.

BASIS OF SUM INSURED

- A. **Market Value Basis:** Sum Insured must represent market value of the property insured which means current replacement value of the item as new at the time of loss or damage less due allowance for betterment, wear & tear and obsolescence.
- B. **Reinstatement Value basis:** This is the amount at which the **Insured Property** can be reinstated or replaced by a similar property, without deducting depreciation, and to the extent required to bring that Property to a condition substantially the same as, but not superior, better or more extensive than its condition if it were new on the date it is damaged or destroyed.
- C. **Loss Limit Basis:** Sum insured that is appropriate enough to cover the property that is exposed to loss or damage in a single loss occurrence.

Underinsurance provision:

If the sum insured is less than the amount required to be insured as per basis of sum insured hereinabove, the Company will pay only in such proportion as the sum insured bears to the amount required to be insured. This provision does not apply if sum insured is opted on loss limit basis.

SECTION III - BREAKDOWN OF ELECTRICAL AND MECHANICAL APPLIANCE

Subject to the terms, exceptions, exclusions, provisions and conditions contained herein or endorsed hereon, the Company will at its own option by payment or reinstatement or repair indemnify the Insured against unforeseen and sudden damage by any cause not hereinafter excluded to any Property insured specified in the Policy Schedule(s) whilst in the premises therein mentioned necessitating its immediate repair or replacement. This section shall apply to the Property insured 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 aforesaid premises, or during subsequent re-erection. The liability of the Company for any one item of the Property insured shall not exceed in the aggregate in any one period of insurance the Sum Insured set against such Property insured in the Schedule, unless the Sum Insured under such item is reinstated after occurrence of a claim for the balance period.

BASIS OF SUM INSURED:

Replacement Value: Sum Insured shall be equal to the cost of replacement of the Property insured by new property of the same kind and same capacity which shall mean its replacement cost including freight and customs duties, if any, and erection costs.

Loss Limit Basis: Sum insured that is appropriate enough to cover the property that is exposed to loss or damage in a single loss occurrence.

BASIS OF INDEMNITY:

a) In cases where damage to the Property insured can be repaired, the Company will pay expense necessarily incurred to restore the damaged Property insured to its former state of serviceability plus the cost of dismantling and re-erection incurred for the purpose of effecting the repairs as well as ordinary freight to and from a repair shop, customs duties 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 for

- (i) wear and tear parts and
- (ii) 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 hereinabove 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 the Property insured is destroyed, the Company will pay the actual value of the Property insured 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 said Property insured. The Company will also pay any normal charges for the dismantling of the Property insured destroyed but the salvage will be taken into account.

Underinsurance Provision- If the sum insured is less than the amount required to be insured as per Basis of Sum Insured hereinabove, the Company will pay only in such proportion as the sum insured bears to the amount required to be insured. This provision does not apply if sum insured is opted on loss limit basis

SPECIFIC EXCLUSIONS UNDER THIS SECTION

The company shall not be liable under this section in respect of –

1. 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 buildings, 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 or waterborne or airborne craft or other aerial devices and/or articles dropped therefrom.
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 fitting 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.
2. Accident, loss, damage/and/or liability resulting from overload experiments or tests requiring the imposition of abnormal conditions.
3. 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.
4. Deterioration of or wearing away or wearing out of any part of any machine caused by or naturally resulting from normal use or exposure.

5. Loss, damage and/or liability caused by or arising out of the willful act, willful neglect or gross negligence of the **Insured** or his responsible representatives.
6. Liability assumed by the **Insured** by agreement unless such liability would have attached to the Insured notwithstanding such agreement.
7. 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 representative but not disclosed to the company.
8. Loss of use of the **Insured's** plant or property of any other consequential loss incurred by the **Insured**.
9. Loss, damage and/or liability due to explosions in chemical recovery boilers, other than pressure explosions e.g. smelt, chemical, ignition, explosions etc.
10. Loss of or damage to belts, ropes, chains, rubber tyres, dies, moulds, blades, cutters, knives or exchangeable tools, engraved or impression cylinders or rolls; objects made of glass, porcelain, ceramics, all operating media (e.g. lubricating oil, fuel, catalyst, refrigerant, dowtherm), felts, endless conveyor belts or wires, sieves, fabrics, heat resisting and anti-corrosive lining and parts of similar nature, packing material, parts not made of metal (except insulating material) and non-metallic lining or coating of metal parts
11. Loss or damage for which the manufacturer or supplier or repairer of the Property insured is responsible either by law or contract.

In any action, suit or other proceeding where the Company alleges that by reason of the provisions of the exceptions or exclusions above, 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**.

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 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

SECTION IV – ELECTRONIC EQUIPMENT INSURANCE

Subject to and/or in consideration of the **Insured** having paid to the Company the premium mentioned in the Schedule and subject to the terms, exclusions, conditions and provisions contained herein or endorsed hereon the Company will indemnify the **Insured** in the manner and to the extent hereinafter provided.

The Company hereby agrees that in the event that the Electronic **Equipments** or any part thereof entered in the Schedule shall suffer any unforeseen and sudden physical loss or damage from any cause, other than those specifically excluded,

in a manner necessitating repair or replacement, the Company will indemnify the **Insured** in respect of such loss or damage as hereinafter provided by payment in cash, replacement or repair (at their own option) up to an amount not exceeding in any one year of insurance in respect of each of the items specified in the Schedule the sum set opposite thereto and not exceeding in all the total sum expressed in the Schedule as insured hereby

This Section 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 mentioned in the Schedule or during subsequent re-erection.

The liability of the Company for any one item of the Property insured shall not exceed in aggregate in any one period of Insurance the Sum Insured set against such items in the attached Schedule(s) unless the Sum Insured under such item is reinstated after occurrence of a claim for balance period.

DEFINITION:

EQUIPMENTS - Equipment means all electronic equipment's like computers, medical, biomedical, micro- processors; audio/visual equipment's including the value of systems software. The term equipment shall also include the entire computer system consisting of CPU, keyboards, monitors, printers, stabilizers, UPS and similar hardware that are part of computer system.

Property excluded from the scope: Dish antenna and portable electronic equipment's like notebook, lap top computer, sonography machine are excluded under this section.

BASIS OF SUM INSURED

Replacement Value: Sum Insured shall be equal to the cost of replacement of the Property insured 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 Property insured under this section shall include the value of 'System Software' provided by the manufacturer to operate the system

Loss Limit Basis: Sum insured that is appropriate enough to cover the property

that is exposed to loss or damage in a single loss occurrence.

BASIS OF INDEMNITY:

1. In cases where damage to the Property insured can be repaired, the Company will pay expenses necessarily incurred to restore the damaged Property insured to its former state of serviceability plus the cost of dismantling and re-erection incurred for the purpose of effecting the repairs as well as ordinary freight to and from a repair-shop, customs duties and dues, if any, to the extent 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 be determined by the Company 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 hereinabove equals or exceeds the actual value of the Property insured immediately before the occurrence of the damage, the settlement shall be made on the basis provided for in (b) below.

2. In cases where the Property insured is destroyed, the Company will pay the actual value of the Property insured 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 Property insured. The Company will also pay any normal charges for the dismantling of the Property insured which has been destroyed, but the salvage will be taken into account.

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.

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 drawings, patterns and core boxes.

The cost of any alterations, improvements or overhauls shall not be recoverable under this policy.

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.

3. In cases where the Property insured is subjected to total loss and meanwhile it becomes obsolete, all costs necessary to replace the lost or damaged Property insured with a follow-up model (similar type) of similar structure/ configuration (of similar quality) i.e. low, average or high capacity – will be reimbursed.
4. The Company will make payments only after being satisfied, with necessary bills and documents, that the repairs have been affected 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 Property insured for reasons beyond their control. In such cases claims can be settled on 'Indemnity Basis'.

Underinsurance Provision- If the Sum Insured is less than the amount required to be insured as per provision –titled “Sum Insured” hereinabove, the Company will pay only in such proportion as the Sum Insured bears to the amount required to be insured. This provision does not apply if sum insured is opted on loss limit basis.

SPECIFIC EXCLUSIONS UNDER THIS SECTION

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

1. Cessation of work whether total or partial.
2. Cost Incurred/ time involved in the movement of equipment's and/or any other property and/or personnel outside the territorial limits of India other than the cost of delivery of replacements for equipment's lost or damaged.
3. Misalignment of the equipment's not accompanied by damage otherwise covered by this section.
4. Loss of or damage to the equipment's covered under this section falling under the terms of the maintenance agreement.
5. Loss destruction or damage directly occasioned by pressure wave caused by aircraft and other aerial devices traveling at sonic or supersonic speeds.

In any action, suit or other proceedings where the Company alleges 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**.
6. Excess as 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;
 7. Loss or damage caused by any faults or defects existing in the equipment's 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;
 8. 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;
 9. 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 equipment's.
 10. Any costs incurred in connection with the maintenance of the equipment's, such exclusion also applying to parts exchanged in the course of such maintenance operations;
 11. Loss or damage for which the manufacturer or supplier of the equipment's is responsible either by law or under contract;
 12. 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;
 13. Consequential loss or liability of any kind or description;
 14. 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 sieves or fabrics, or any operating media (e.g. lubricating oil, fuel, chemicals);
 15. Aesthetic defects, such as scratches on painted polished or enameled surfaces.

In respect of the parts mentioned under 14) and 15) above the Company shall be liable to provide compensation in the event that such parts are effected by an indemnifiable loss or damage to the equipments.

WARRANTIES APPLICABLE TO THIS SECTION

It is warranted that the Maintenance Agreement in force at the inception of this policy is maintained during the currency of this policy and no variation in the terms of the Agreement shall be made without the written consent of the Company being obtained.

- i) Safety checks,
- ii) Preventive maintenance
- iii) Rectification of loss or damage or faults arising from normal operation as well as from ageing.

SECTION V - PORTABLE ELECTRONIC EQUIPMENT

This Section shall apply to portable electronic equipment's namely, notebook, laptop, Routers/dongles, Tablets, portable hard disk and I-pad, at work or at rest or whilst being used by the **Insured** and an authorized employee(s) of the **Insured** on journey to places by train or road or air anywhere within India.

The liability of the Company for any one item of the Property insured shall not exceed in aggregate in any one period of Insurance the Sum Insured set out against such items in the attached Schedule unless the Sum Insured under such item is reinstated after occurrence of a claim for balance period.

Scope of Cover:

If the items or any part thereof entered in the Schedule shall suffer any unforeseen and sudden physical loss or damage from any cause, other than those specifically excluded, in a manner necessitating repair or replacement, the Company will indemnify the **Insured** in respect of such loss or damage as hereinafter provided by payment in cash, replacement or repair (at their own option) up to an amount not exceeding in any one year of insurance in respect of each of the items specified in the Schedule the sum set opposite thereto and not exceeding in all the total sum expressed in the Schedule as insured hereby

BASIS OF 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: Replacement Value/ Reinstatement value

Underinsurance provision

If the sum insured is less than the amount required to be insured as per Basis of Sum Insured 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

SPECIFIC EXCLUSIONS UNDER THIS SECTION

The Company will not pay for -

1. Excess as stated in the Schedule to be borne by the **Insured** in any one occurrence; if more than one item of Property **insured** 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;
2. 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;
3. Loss of or damage to hard disk and read-write head whilst in transit except when caused by an insured damage to the whole computer
4. Aesthetic defects, such as scratches on painted, polished or enamelled surfaces
5. Any unexplained disappearance of the Property insured.
6. Loss or damage caused by mechanical or electrical derangement/ breakdown of any article unless caused by accidental external means.

CONDITIONS APPLICABLE TO THIS SECTION

It is a condition of this policy, that all Property insured being in the nature of portable equipment covered hereby -

1. Shall always be in the custody and control of the insured or the authorized employee of the **Insured** and kept in locked cupboards/cabinets/safe deposit vaults if circumstances warrant it to be left unattended.
2. Shall never be left unattended in a motor vehicle, aircraft or any other type of conveyance
3. Shall be a hand-baggage by the **Insured** when traveling by aircraft, but if and when not allowed as hand-baggage, should be specifically declared to the airline as “valuable cargo”.

SECTION VI – BOILER AND PRESSURE PLANT

Under this section, the Company will at its own option by payment or reinstatement or repair, indemnify the **Insured** against -

1. Damage (other than by fire) to the Boilers and/or other Pressure Plant described in the Schedule;
2. Damage (other than by fire) to surrounding property of the insured described in the Schedule or to property held by the insured in trust or on commission

- or for which he is responsible;
3. Liability of the **Insured** at law on account of –
- a. death of or bodily injury to any person (other than a person under a contract of service or apprenticeship with the **Insured** sustaining death or bodily injury which arises out of and in the course of employment with the **Insured**);
 - b. damage to property not belonging to the Insured nor held in trust or on commission nor for which he is responsible; caused by and solely due to Explosion or Collapse as hereinafter defined of any Boiler or other Pressure Plant described in the Schedule occurring in the course of ordinary working.
- Provided that the liability of the Company for any one item of the insured property and Third Party Liability shall not exceed in the aggregate in any one period of Insurance the Sum Insured set against such item in the attached Schedule(s) unless the Sum Insured under such item is reinstated after occurrence of a claim for balance period.

BASIS OF SUM INSURED

It is a requirement of the policy that the boiler and pressure plants are covered for their present day new replacement value.

BASIS OF INDEMNITY

- a. In case where damage to an item can be repaired, the Company shall 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 and from a repair shop, customs duties, if any but for the Boiler and Pressure Vessel listed in the Schedule, only 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 shall pay the cost of materials and wages incurred for the purpose of the repairs plus the reasonable percentage to cover overhead charges. No deduction shall be made for depreciation in respect of parts replaced, but the value of any salvage shall be taken into the account if the cost of repairs as detailed herein above equals or exceeds the actual value of the item immediately before the occurrence of the damage, the settlement shall be made on the basis provided for in (b) below.
- b. In case where an insured item is destroyed the Company shall pay the actual value of the item immediately before the occurrence of the loss, including changes for ordinary freight cost of erection and customs duties if any but

for the Boiler and Pressure Vessels listed in the Schedule, only 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 shall also pay any normal charges for the dismantling of the item destroyed, but the salvage shall be taken into account. Any extra charges incurred for overtime night work, work on public holiday and excess freight shall be covered by this section only if especially agreed in writing.

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 equipment's for reasons beyond their control. In such cases claims can be settled on 'Indemnity Basis'.

Underinsurance provision:

If the Boiler Pressure Plant covered under this section shall at the time of any loss be of greater value than the Sum Insured shall be considered as being the own Insurer for the difference and shall bear a rateable share of the loss accordingly. The terms value shall mean the new replacement value of the Plant which is inclusive of freight dues and custom duties, if any and erection costs.

DEFINITIONS -

The following terms wherever used in this section shall have attached to them the undermentioned meanings -

1. **'Boiler'** shall mean any fired closed vessel or a combined container piping system in which steam is generated under pressure.
2. **'Pressure Plant'** shall mean any unfired closed container under steam gas or fluid pressure.
3. **'Explosion'** shall mean the sudden and violent rending or tearing apart of the permanent structure of a Boiler or Pressure Plant or any part or parts thereof by force of internal steam gas or fluid pressure causing bodily displacement of the said structure and accompanied by the forcible ejection of its contents.
4. **'Collapse'** shall mean the sudden and dangerous distortion of any part of Boiler or Pressure Plant by bending or crushing caused by Steam Gas or Fluid Pressure whether attended by rupture or not. It shall not mean any slowly developing deformation due to any cause.
5. **'Flue Gas Explosion'** shall mean an explosion of ignited gases in the furnaces or flues of the boilers, economizers and super heaters.
6. **'Chemical Explosion'** shall mean an explosion arising out of chemical reaction

in any plant.

EXCLUSIONS UNDER THIS SECTION -

THE COMPANY SHALL NOT BE LIABLE UNDER THIS SECTION IN RESPECT OF -

1. Loss damage and/or liability caused by or arising from or in consequences, directly or indirectly of Fire (arising from explosion or collapse or any other cause whatsoever) including extinguishment of a fire or clearance of debris and dismantling necessitated thereby, smoke, soot, aggressive substance lightning, theft, collapse of buildings, 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 aerial devices and/or articles dropped therefrom.
2. Accident loss damage and/or liability resulting from overload experiments or tests requiring the imposition of abnormal conditions.
3. 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.
4. Defects due to the wearing away or the wasting of the materials of a Boiler or a Pressure Plant whether by leakage, corrosion or by the action of the fuel or otherwise the grooving or the fracturing of any of the parts of a Boiler or pressure plant or for deterioration generally or for the development of cracks blisters, lamination and other flaws or fractures, failures of joint within the range of steam or feed pipes, or for bulging and deformation due to overheating of tubes (unless such defects, fracture, failure or bulging result in explosion or collapse) or for the cracking of section of cast-iron heating boilers or other vessels constructed of cast iron.
5. The failure of individual tubes in Boilers of the water tube locomotive or other multitubular types, in Super heaters or in Economizers (unless such defects result in explosion or collapse).
6. Loss or damage to the insured plant or property and/or liability arising during and occasioned by the application of steam hydraulic or any other test of this plant as specified by Inspecting Authority or otherwise.
7. Loss or damage and/or liability caused by or arising out of the wilful act or wilful neglect or gross negligence of the insured or his responsible representatives.
8. Liability assumed by the **Insured** by agreement unless such Liability would have attached to the **Insured** notwithstanding such agreement.
9. Loss or 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.
10. Loss of use of the **Insured's** plant or property or any other consequential loss

incurred by the Insured.

11. Loss or damage for which the manufacturer or supplier or repairer of the property is responsible either by law or under contracts.
12. In any action, suit or other proceeding where the company alleges that by reason of the exceptions or exclusions above 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**.

WARRANTIES APPLICABLE TO THIS SECTION-

It is hereby warranted that during the currency of the Policy;

- (i) The Boiler and Pressure Plants described in the Schedule are annually inspected by Inspectors appointed by the appropriate authority except where there is no statutory requirement for Government Inspection; the inspections are to be carried out by an independent competent person;
- (ii) The Boilers and Pressure Plant described in the Schedule shall only be operated by Attendants holding a valid certificate of competency issued under the appropriate Boiler Act;
- (iii) The **Insured** shall be in possession of the unqualified permission in writing of the competent Inspecting Authority to operate the said Boilers and Pressure Plant.
- (iv) If the maximum pressure or load upon safety valve immediately prior to any explosion or collapse was in excess of that stipulated by the said Authority the Insured shall not be entitled to any compensation or indemnity under this policy in respect of such explosion or collapse.

CONDITIONS APPLICABLE TO THIS SECTION-

- i. This Section and the attached Schedule(s) shall be read together as one contract and any words or expressions to which specific meanings have been attached in any part of this policy or of the attached Schedules shall bear the same meanings wherever they may appear.
- ii. The pressure or load upon the safety valves of any items of plant shall at no time exceed the maximum pressure specified in the Schedule or the permissible working pressure therefore as set out in the report on the last examination whichever is the lowest.
- iii. If at any time after commencement of this Insurance there is an alteration of fuel used other than for which the Boiler was designed or which is used at the time of effecting the insurance, the Company shall be informed immediately of such alteration and this insurance will continue only on payment of additional premium if necessary to be fixed on the merits of each

individual item.

- iv. If a claim is in any respect fraudulent or if any false declarations 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 this policy, after such rejection all benefit under this Policy shall be forfeited.
- v. 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 defense or settlement 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.
- vi. The due observance and fulfillment of the terms, provision and condition of and endorsement on this Policy in so far as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers in the said proposals shall be conditions precedent to any liability of the Company to make any payment under this Policy.

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 including the rules under the Indian Boilers Act in force concerning the operation and maintenance of the insured Boilers and Pressure Plants.
- b) The Company's officials shall at all reasonable times have the right to inspect and examine any Boiler and Pressure Plant or 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.

Whenever arrangements have been made for a 'Thorough Inspection' of Boiler or Pressure Plant the Insured shall cause the Boiler or Pressure Plant to be stopped, emptied and properly cleaned inside and outside rendered accessible in every part, so far as its construction will allow.

In the event of any –

1. Material change in the original risk.
2. Alteration, modification or addition to an insured item.

3. Departure from prescribed operating conditions whereby the risk of loss or damage increases.
4. Changes in the insured's interest (such as discontinuation of liquidation of the businesses or business or being placed in receivership)
5. taking place, the Policy shall be void unless its continuance be agreed by endorsement signed by the Company.

DUTIES FOLLOWING AN ACCIDENT -

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

- a) immediately notify the Company by telephone or telegram as well as writing giving an indication as to the nature and extent of loss or damage.
- b) take all reasonable steps within his power to minimise the extent of the loss or damage 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.

The company shall not be liable for any loss or damage of which notice and completed form have been received by the Company within Fourteen days of its occurrence.

Upon notification of a claim being given to the company the Insured may proceed with the repair of any minor damage not exceeding Rs. 10,000/- provided that the carrying out of such repair is without prejudice to any question of liability of the Company and 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 alterations, repair or replacements are affected. Nothing contained herein shall prevent the insured from taking such steps as are absolutely necessary to maintain the operation of the Plant.

The liability of the Company under the Policy in respect of any item of property sustaining damages, for which indemnity is provided, shall cease if the said item is kept in operation without being repaired to the satisfaction of the Company.

POSITION AFTER A CLAIM -

- a. The insured shall not be entitled to abandon any property to the Company whether taken possession of by the Company or not.
- b. As from the day of the loss than 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 or the current period of insurance the amount insured must be reinstated. The premium will be calculated pro rata from the day repaired item is again put to work. For subsequent periods of insurance the original indemnity and premium are again in force unless circumstances justify an alteration.

RECOURSE -

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

SECTION VII – BUSINESS INTERRUPTION (Other than Machinery Loss of Profit)

Notwithstanding anything contained in the Policy or any of its Endorsements or Riders hereto, it is agreed and declared that in consideration of the full agreed premium being paid by the Insured to the Company the following Coverage Section is included under the Policy effective the date stated herein. Subject always to the terms and provisions including the General Conditions and General Exclusions of the Policy and all endorsements thereon.

That if any building or other property or any part thereof used by the **Insured** at the insured premises for the purpose of the Business, be destroyed or damaged by the perils covered under Section I and the Business carried on by the **Insured** at the premises be in consequences thereof interrupted or Interfered with, Then the company will pay to the insured the amount of loss resulting from such interruption or interference in accordance with the Provisions contained therein.

PROVIDED THAT

1. Such Damage is caused at any time after payment of the Premium during the period of insurance named in the Schedule or of 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.
2. At the time of the happening of the Damage there shall be in force Section IA or Section IB covering the interest of the **Insured** in the property at the Premises against such Damage and that payment shall have been made

or liability admitted thereunder. However, this Provision shall not apply where payment is not made under Section IA or IB solely due to operation of a provision in a Section IA or IB excluding liability for losses below the specified amount.

3. The liability of the Company shall in no case exceed in respect of the sum stated in the policy schedule to be insured thereon or such other sum or sums may hereafter be substituted thereof by memorandum duly signed by or on behalf of the Company.

PREVENTION OF ACCESS CLAUSE

The company will pay for loss under this section resulting from interruption of or interference with the Business in consequence of Damage to property in the vicinity (Maximum within 5 kms radius from the Insured's premises and inland) of the Insured's Premises, destruction of or damage to which shall prevent or hinder the use of the insured's Premises or access thereto whether the Premises or property of the **Insured** shall be damaged or not.

Maximum Indemnity Period shall mean 'number of months' mentioned in the policy schedule.

The company will pay loss of Gross Revenue during Indemnity period. The amount payable as indemnity shall be amount by which the Gross Revenue earned during the Indemnity Period shall, in consequence of prevention of access, fall short of the Standard Gross revenue

STANDARD GROSS REVENUE – The gross Revenue during the period in the twelve months immediately before the date of the damage which corresponds with the Indemnity Period.

CONDITIONS APPLICABLE TO THIS SECTION

1. The insurance by this Policy shall cease if:
 - a. the Business be wound up or be carried on by a Liquidator or Receiver or permanently discontinued
or
 - b. the **Insured's** interest ceases otherwise than by death
or
 - c. any alteration be made either in the Business or in the Premises or property therein whereby the risk of damage is increased, at any time after the commencement of this insurance, unless its continuance be admitted by memorandum signed by or on behalf of the Company.

2. Notice shall be given to the Company of alteration in existing blocks, addition of new blocks and/ or premises and/ or deletion of existing blocks and/ or premises during the currency of the Policy to enable the Company to determine whether the basis rate of the Policy undergoes a change as a result of such inclusions/ exclusions and to effect necessary adjustments in the Premium under this Policy.
3. On the happening of any Damage in consequence of which of claim is or may be made under this Policy, the Insured shall
 - a. forthwith give notice thereof to the Company,
 - b. with due diligence do and concur in doing and permit to be done all things which may be reasonably practicable to minimise or check any interruption of or interference with the business or to avoid or diminish the loss,
 - c. not later than thirty days after the expiry of the Period of Indemnity or within such further time as the Company may in writing allow, at his own expense deliver to the Company in writing a statement setting forth particulars of his claim together with details of all other insurances (if any) covering the Damage or any part of it or consequential loss of any kind resulting therefrom,
 - d. at his own expense produce or procure and give to the Company such books of account and other business books, vouchers, invoices, balance sheets and other documents, proofs, information explanation and other evidence as may reasonably be required by or on behalf of the Company for the purpose of investigating or verifying the claim together with a declaration on oath or in other legal form of the truth of the claim and of any matters connected therewith.

No claim under this Policy shall be payable unless the terms of this Condition have been complied with and in the event of non-compliance therewith in any respect, any payment on account of the claim already made shall be repaid to the Company forthwith.

4. 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 **Insured** to the Company.

The additional premium referred above shall be deducted from the net claim amount payable under the Policy. This continuous cover to the full extent will be available notwithstanding any previous loss for which the Company may have paid hereunder and irrespective of the fact whether the additional premium as mentioned above has been actually paid or not following such

loss. The intention of this Condition is to ensure continuity of the cover to the **Insured** subject only to the right of the Company for deduction from the claim amount when settled of pro-rata premium to be calculated from the date of loss till expiry of the Policy.

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

SECTION VIII - BUSINESS INTERRUPTION (MACHINERY LOSS OF PROFIT)

The Company hereby agrees with the **Insured** that if at any time during the period of insurance stated in the Schedule, the business carried on by the **Insured** at the premises specified in the Schedule be interrupted or interfered with in consequence of an Accident which shall mean sudden and unforeseen physical damage, as insured, of any machinery specified in the schedule of machinery then the Company shall in respect of each item in the Schedule indemnify the **Insured** against the amount of loss as hereinafter defined resulting from such interruption or interference.

PROVIDED THAT the liability of the Company during any one-year of Insurance shall in no case exceed in the whole the total Sum Insured hereby or such other sum or sums as may hereafter be substituted therefore by endorsement signed by or on behalf of the Company.

PROVIDED ALSO that at the time of happening of an Accident there shall be in force an insurance covering the machinery described in the Schedule under Section of I(B), III & VI of this policy and in respect of which liability shall have been admitted or would have been admitted but for the operation of any Excess thereunder

EXCLUSIONS UNDER THIS SECTION

The Company shall not be liable for any loss resulting from interruption of or interference with the business directly or indirectly attributable to any of the following causes:

1. Wilful act or wilful neglect or gross negligence of the insured or his responsible representatives.
2. Loss or damage to machinery or other items which are not covered
3. Loss or damage caused by any faults or defects existing at the time of commencement of this insurance within the knowledge of the insured or his responsible representatives whether such faults or defects were known to the Company or not.

4. Shortage, destruction, deterioration and spoilage of or damage to raw materials, semi finished or finished products or catalyst or operating media (such as fuel, lubricating oil, refrigerant, heating media and the like) even if the consequence of material damage to an item indicated in the list of machinery insured is involved.
5. Any restrictions on reconstruction or operation imposed by any public authority.
6. An extension of the normal repair period for more than 4 weeks on account of:
 - a. the inability to secure or delays in securing replacement parts, machines or technical services.
 - b. the inability to carry or delays in carrying out repairs.
 - c. the prohibition to operate the machinery due to import and/or export customs & other restrictions or by statutory regulations.
 - d. transport of parts to and from the **Insured's** premises.
7. Alterations improvements or overhauls being made while repairs or replacements of damaged or destroyed property are being carried out.

CONDITIONS APPLICABLE TO THIS SECTION

1. This Policy and the Schedule(s) shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule(s) shall bear such meaning wherever it may appear.
2. This Policy shall be voidable in the event of misrepresentation, mis-description or nondisclosure in material particular.
3. This Policy shall be void at the discretion of insurer if,
 - a. The business be wound up or carried on by a liquidator or receiver or permanently discontinuedOR
 - b. The insured's interest ceases otherwise than by deathOR
 - c. Any alteration be made whereby the risk of an accident is increasedOR
 - d. The retention of standby or spare machinery or any other loss minimising factors in existence when this insurance was affected be reduced or discontinued unless its continuance is admitted by an endorsement signed by or on behalf of the Company.
4. The insured shall at his own expense take all reasonable precautions and comply with all reasonable recommendations of the Company to prevent loss or damage and comply with statutory requirements and manufacturers

recommendations.

5.
 - 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 in writing of any material change in the risk and cause at his own expense, such additional precautions to be taken as circumstances may require and the scope of cover and/or premium shall if necessary be adjusted accordingly.
 - c. Dismantling and reassembling in connection with any examinations shall be carried out by the **Insured** on such date or dates as the Company and the insured mutually agree upon for the making of such examinations. No material alteration shall be made or admitted by the insured whereby the risk is increased, unless the continuance of the cover provided under this Policy is confirmed in writing by the Company.
6. The **Insured** shall be obliged to keep complete records. All records e.g. inventories, production and balance sheets for the three preceding years shall be held in safe keeping or as a precaution against their being simultaneously destroyed the insured shall keep separate sets of such records.
7. In the event of any occurrence, which gives rise to or is likely to give rise to a claim under this Policy the **Insured** shall -
 - a. Forthwith give notice thereof to the Company
 - b. Do and concur in doing and permit to be done all such things as may be reasonably practicable to minimize or establish the extent of any interruption of or interference with the business or to avoid or diminish the loss resulting therefrom.
 - c. As far as may be reasonably practicable without causing any increase in the period of interruption or interference take precautions to preserve any things which might prove necessary or useful by way of evidence in connection with any claim
 - d. Discontinue the use of any damaged machinery unless the Company authorize otherwise and the Company shall not be liable in respect of any further interruption or interference arising out of the continued use of any damaged machinery without their having given their consent to such use until said machinery has been repaired to the satisfaction of the insurers
 - e. In the event of a claim being made under this Policy not later than thirty days after the expiry of the indemnity period or within such further time as the Company may allow in writing at his own expense deliver to the

Company a written statement setting forth particulars of his claim together with details of all other policies covering the accident or any part of it or consequential loss of any kind resulting therefrom and the insured shall at his own expense also produce and furnish to the Company such books of accounts and other business books e.g. invoices, balance sheets and other documents, proofs, information, explanation and other evidence as may reasonably be required by the Company for the purpose of investigating or verifying the claim together with if required – a statutory declaration of the truth of the claim and of any matters connected therewith.

No claim under this Policy shall be payable unless the terms of this condition have been complied with and in the event of non-compliance therewith in any respect any payment already made on account of the claims shall be repaid to the Company forthwith.

8. In the event of an accident to any insured machinery likely to give rise to a claim under this Policy, the Company shall have the right to take over and control all necessary repairs or replacements.
9. 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 or remedies or 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 are or become necessary or required before or after his indemnification by the Company.
10. 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 this policy or if the Accident be occasioned by the wilful act or with the connivance of the insured or if the claim be made and rejected and an action or suit be not commenced within three months after such rejection, all benefit under this Policy shall be forfeited.
11. If at the time of any accident resulting in a loss under this Policy there be any other insurance covering the same loss or damage, the Company shall not be liable to pay more than its rateable proportion of the loss.

PROVISIONS

a. **MEMO 1 - BENEFITS FROM OTHER PREMISES -**

If during the indemnity period goods are sold or services are rendered elsewhere than at the premises for the benefit of the business either by the

Insured or by others acting on his behalf, the money paid or payable in respect of such sales or services shall be taken into account in arriving at the turnover during the indemnity period.

b. MEMO 2 - RELATIVE IMPORTANCE -

The term relative importance referred to in the list of machinery and plant insured shall be the percentage effect which a breakdown of a particular machine will have on the total gross profit, disregarding any loss minimizing measures.

If in the event of an accident affecting an insured item of machinery, the percentage of relative importance stated in the list of machinery and plant insured for this item is lower than the actual percentage of relative importance subsequently arrived at for the period of interruption, the Company shall only be liable to indemnify the proportion which the percentage of relative importance stated in the list of machinery and plant insured bears to the actual percentage.

c. MEMO 3 - RETURNS OF PREMIUM

If the Insured declares at the latest twelve months after the expiry of any Policy year that the gross profit earned during the accounting period of twelve months most nearly concurrent with any period of Insurance as certified by the Insured's auditors was less than the sum insured thereon, a pro -rata return of premium not exceeding one half of the premium paid on such sum insured for such period of Insurance shall be made in respect of the difference. If any accident has occurred giving rise to a claim under this Policy, the amount of such claim shall be added to the revised Gross Profit as certified by the insured's auditors before calculating the proportion of return of premium.

d. MEMO 4 - OVERHAULS

In calculating the loss, due allowance shall be made for the time spent on any overhauls, inspections or modifications carried out during any period of interruption.

e. MEMO 5 - REINSTATEMENT OF SUM INSURED

For the period following the occurrence of an accident up to the end of the Policy period, the sum insured shall be reinstated by payment of an additional premium on a pro -rata basis. Such additional premium shall be adjusted against the net claim amount payable and such premium shall be calculated for that part of the sum insured, which corresponds to the indemnity, paid. The agreed sum insured shall remain unaltered.

OTHER PROVISIONS

Midterm increase in Sum Insured

If the sum insured is increased during the currency of the policy –

- a. Pro-rata premium shall apply to the increased amount.
- b. **Departmental Clause** - Applicable when business has separate sections or departments, each earning a different rate of gross profit. If the business be conducted in departments, the independent trading results of which are ascertainable, the provision of clauses (a) & (b) of item 1 of the specification shall apply separately to each department affected by the damage; provided that if the sum insured by the said item be less than the aggregate of the sum produced by applying the rate of gross profit provided for each department of the business (whether affected by the accident or not) to the relative annual output thereof, the amount payable shall be proportionately reduced.

In no case whatever shall the Company be liable in respect of any claim under this Policy after the expiry of -

- a. One year from the end of the indemnity period or if later
- b. Three months from the date on which payment shall have been made or liability admitted by the Company covering the Accident giving rise to the said claim unless the claim is the subject of pending action

SECTION IX– PLATE GLASS AND SANITARY FITTINGS

Notwithstanding anything contained in the policy or any of its endorsements or Riders hereto, it is agreed and declared that in consideration of the agreed premium being paid by the insured to the company the following coverage section is included under the policy effective the date stated herein. Subject to the terms and provisions including the general conditions and general exclusions of the policy and all endorsements thereon-

If there shall be an accidental breakage (which for the purpose of this Policy shall not include damage by scratches) of any of the Glass or Sanitary Fittings for which Sum Insured is mentioned in the Schedule, the Company shall pay or make good to the **Insured** the intrinsic value of such glass up to the Sum Insured specified in the Schedule against each item.

PROVIDED that the Company will not be liable for any mis-description of the glass insured and that unless expressly stated in the Schedule all glass shall be considered plain and of ordinary glazing quality and without Embossing, Silvering, Lettering, Bending or Ornamental work of any kind. Further that the Company shall not be responsible for breakage of any lettering mentioned in the Schedule

unless such breakage be caused by or consequent upon the breakage of the glass to which it is affixed.

DEFINITION:

Glass: Glass means fixed plain glass and mirrors in the interior space of **Insured** premise excluding painting, tinting, embossing or ornamental works on the glass unless expressly stated and value included in the Sum Insured

Sanitary Fittings: Sanitary fittings means fixed wash basins, pedestals, sinks, lavatory pans and cistern contained in the insured premises.

BASIS OF SUM INSURED: Sum Insured shall be on Reinstatement Value basis

BASIS OF INDEMNITY: Basis of indemnity shall be on Reinstatement Value

Underinsurance Provision- If the sum insured is less than the amount required to be insured as per Basis of Sum Insured hereinabove, the Company will pay only in such proportion as the sum insured bears to the amount required to be insured.

SPECIFIC EXCLUSIONS UNDER THIS SECTION

This section does not cover-

- a) Excess stated in the schedule
- b) Breakage or damage during removal, alterations and/or repairs in or about the premises
- c) Disfiguration or scratching or damage of glass sanitary fittings other than the fracture extending through the entire thickness of glass, sanitary fittings.
- d) Breakage of glass, sanitary fittings which are not completely and securely fixed
- e) Cracked or imperfect glass.
- f) The removal or replacement of any fittings or fixtures in order to replace glass
- g) Any loss or damage arising from the interruption of or delay in the Insured's business during the time intervening between occurrence of any breakage and of regalizing.
- h) Terrorism Damage

SPECIFIC CONDITIONS UNDER THIS SECTION

1. All the glass described by this Policy is insured only so long as it is fixed. If there be any alteration of the premises, or in the tenancy

sub-tenancy occupancy of, or business carried on in the buildings containing the Glass described in this policy, or if the premises should become uninhabitable or disused, then and in every such case the same must be immediately notified to the Company and if the risk is increased the Company shall have the option of charging a suitable extra premium or of refusing to continue the Insurance.

2. The Company will indemnify the **Insured** in respect of loss or damage to fixed plate glass in the **Insured** premises by accidental breakage provided that the liability of the Company in respect of any one loss or all losses in any one period of insurance is limited to the Sum Insured set against the items stated in the Schedule.

SECTION X - NEON SIGN/ GLOW SIGN/ HOARDING

The Company will indemnify the **Insured** in respect of loss of or damage to NEON SIGN/GLOW SIGN/ HOARDING belonging to the **Insured** by

1. Accidental external means
2. Theft/ burglary
3. Fire, lightning, external explosion/Implosion
4. Aircraft or articles dropped therefrom
5. Riot, strike or malicious act
6. Earthquake (fire and/or shock) subsidence and land slide including rockslide damage
7. Flood, inundation, storm, tempest, typhoon, hurricane, tornado or cyclone.
8. Impact damage by rail/ road vehicle or animal.

BASIS OF SUM INSURED: Sum Insured shall be on Reinstatement Value basis.

BASIS OF INDEMNITY: Basis of indemnity shall be on Reinstatement Value

Under Insurance provision: If the sum insured is less than the replacement value of property then the **Insured** shall be considered his own insurer for the difference between Sum Insured and cost of replacement and accordingly shall bear a rateable proportion of the damage.

SPECIFIC EXCLUSIONS UNDER THIS SECTION

The Company shall not be liable in respect of

1. Excess as stated in Schedule.
2. The fusing or burning out of any Bulbs and/or Tubes arising from short circuiting or arcing or any other mechanical/electrical breakdown or faults.

3. Wear and tear
4. Mechanical or electrical breakdown failures or breakages and/ or over-running and/ or heating and/ or overloading or strains.

SECTION XI – MONEY

In the event of loss of Money belonging to the business or profession of the **Insured** due to accident or misfortune happening during the currency of the Policy, the Company hereby agrees subject to the terms, condition and exclusions herein contained, endorsed or otherwise expressed hereon, to pay the **Insured** the amount(s) of loss in the circumstances or situations as set out in the Schedule, provided always that the limit of the Company's liability for Any One Loss shall in no case exceed the amount specified against the respective Item in the said Schedule and the Company's liability under more than one such occurrence during the Period of Insurance as set out in the Schedule shall not in the aggregate, exceed the Sum Insured.

The Company will pay for cost of replacement or repair of the **Insured's** safe or strong room or cash box at the **Insured's** premises in the event of it being damaged by thieves or burglars subject to Limit of Any One Loss and Sum Insured as aforesaid.

DEFINITIONS

Accident or Misfortune: Accident or Misfortune means a sudden, unforeseen and unexpected event happening by chance.

Money: Money shall mean and include Cash, Coins, Bank Draft, Currency Notes (including foreign currency), Cheques, Traveller's Cheque, Postal Order, Money Order, Pay Order, Current Postage Stamp, unused Postage and Revenue Stamps, Stock and Share Certificates or other Certificates of a negotiable nature, Credit Card Vouchers.

Bank shall mean and include Bank of every description, Post Office and Government Treasury.

Sum Insured: Sum Insured mentioned in the Policy Schedule is the maximum sum payable as a whole under the Policy during the Period of Insurance, for all the insured perils.

Business / Working Hours: That period of time that the **Insured** or any Director,

Partner or Employee of the **Insured** is on the premises of the business.

Business hours may be defined as the time mentioned in the corporate guidelines of the **Insured**.

SPECIFIC EXCLUSIONS UNDER THIS SECTION

The Company shall not be liable in respect of:

- Shortage in Money due to error or omission.
- Loss of **money** entrusted to any person other than the insured or an authorized employee or directors of the **Insured**.
- Loss of **Money** where the **Insured** or his/its employee or director is involved in such loss as principal or accessory, except where loss is caused due to fraud or dishonesty of **Insured's** authorised employee or director carrying Money whilst in transit and such loss is discovered within 72 hours thereafter.
- Loss occasioned by Riot, Strike.
- **Money** carried under contract of affreightment and theft of **money** from unattended vehicle.
- Loss of or Damage to **money** in transit by post
- Loss of **money** collected by authorised employee/s and or directors of the **Insured** whilst they are in transit if such Money has remained in their personal custody for more than 72 hours.
- Loss of Money from safe or strong room using keys to such safe or strong room belonging to the **Insured**, or any duplicate thereof, unless the keys have been obtained by violence or a threat of use thereof.
- Consequential or indirect loss or damage which is not the direct result of insured perils, nor does the policy cover apprehended loss or damage or contractual liability or legal liability of any kind.
- Loss or damage due to or contributed to by the **Insured** having caused or suffered anything to be done whereby the risk hereby insured against is unnecessarily increased.

WARRANTIES APPLICABLE TO THIS SECTION-

All transits of Money in excess of Rs.5,00,000/- (Rupees Five Lakhs Only) shall be in a locked briefcase conveyed as far as practicable in a motor vehicle. The briefcase shall at all times be accompanied by at least one responsible employee of the **Insured**.

SPECIFIC CONDITIONS UNDER THIS SECTION

1. **MAINTENANCE OF BOOKS AND KEYS:** The **Insured** shall keep a daily record of the amount of cash contained in the safe or strong room at the **Insured's** premises and such record shall be deposited in a secure place other than the said safe or strong room, and produced as evidence in support of a claim under this Policy. The keys of the safe or strong room shall not be left on the **Insured's** premises beyond business hours unless such premises are occupied by the **Insured** or any other authorised employee of the **Insured** in which case such keys if left on the **Insured's** premises shall be deposited in a secure place which is not in the vicinity of the safe or the strong room.
2. **RIGHTS OF RECOVERY:** The Company shall be entitled in the name of the **Insured** to have the absolute conduct and control of all or any proceeding that it considers necessary for the purpose of tracing and recovering Money lost or securing reimbursement in respect of Money lost and the **Insured** shall at the Company's expense furnish all such assistance as may reasonably be required by the Company in connection with such proceeding and in the event of any or all of the Money being recovered, it shall be imperative upon the **Insured** to refund to the Company such a proportion of the sum allowed by way of compensation as the amount recovered bears to the total amount of Money lost.
3. On the discovery of any act of default or circumstances which may give rise to a claim under this Policy, the Insured shall:
 - immediately lodge a First Information Report with the Police and take all practical steps to apprehend the guilty person(s) and recover Money lost.
 - forthwith or in any event within a period not exceeding 14 days, give written notice to the policy Issuing Office of the Company.
 - immediately take all steps to prevent further loss;
 - supply at the request of and free of expense to the Company all such proof, information, vouchers, proof of ownership and other evidence (verified by statutory declarations if so required) relating to the claim as the Company may require.

The **Insured** shall take all reasonable steps to safeguard Money insured against loss and minimise any claim arising out of an insured peril. The **Insured** shall also take all steps within their control to avert occurrence of the insured perils and, following the occurrence of an insured peril, to protect the Money insured from further loss. If the **Insured** or any person on his behalf does not comply with the

requirements of the Company for the purposes as stipulated herein or hinders or obstructs the Company in the exercise of its powers hereunder, all benefits under the Policy may be forfeited at the sole discretion of the Company.

Any Money of the employee/ director in the hands of **Insured** and any Money which but for the employee's/ director's dishonesty would have been due to the employee/ director from the **Insured** shall be deducted from the amount otherwise payable under this Policy. Any Money recovered after the settlement of any claim shall be the property of the Company not exceeding however, the amount paid by the Company.

The **Insured** shall if and when required by the Company but at the expenses of the Company, use all diligence in prosecuting any of the employees / directors to conviction for any act which such employee/ director shall have committed and in consequence of which a claim has been made under the Policy and shall at the Company's expense give all information and assistance to enable the Company to sue for and obtain reimbursement from any such employee / director by reason of whose acts or defaults a claim has been made or from the estate of any such employee/ director or Money which the Company shall have become liable to pay in respect thereof.

Unless the Company be advised and the Company's written approval be obtained by the **Insured**, the Company shall not be liable hereunder in the event of any change in the nature of the business of the **Insured** or in the duties and condition of service of the employee / director or if remuneration of the employee / director be reduced or its basis altered or if the precautions stated to have been and which shall be undertaken by the **Insured** with regard to accounting be not duly followed, or if the **Insured** shall continue to entrust an authorized employee/ director with Money after having knowledge of any material fact that has a bearing on the honesty of the authorised employee/ director.

If required by the Company, an agent of the Company shall in case of any loss to the **Insured**, be permitted at all reasonable times to examine the circumstances of such loss and the **Insured** shall on being required to do so by the Company, produce all books of accounts, receipts, documents relating to or containing entries relating to the loss in his possession and furnish copies of or extracts from such of them as may be required by the Company in so far as they relate to such claims or will in any way assist the Company to ascertain the correctness thereof or the liability of the Company under this policy.

The Company shall be entitled at its own expense and for its own benefit in

the name of the **Insured** to prosecute all claims and exercise all rights of action competent to the **Insured** against the employee /director in respect of any act insured against in connection with which it may have made payment under this Policy and the Insured shall give to the Company all such information and assistance as may be reasonably required for maintaining such claims or rights.

SECTION XII - BAGGAGE

In the event of loss of or damage to Baggage due to accident or personal mishap suffered by the **Insured** whilst on journey, anywhere in the Territorial Limits specified in the Schedule, the Company will indemnify the **Insured** in respect of such damage up to the actual value of the Baggage at the time of happening of damage or loss but not exceeding the Sums(s) stated in the Schedule in any one period of insurance.

DEFINITIONS:

Insured person: **Insured** person shall mean the **Insured** or any director or any permanent employee of the **Insured** working at the premises stated in the Schedule.

Journey: Journey shall mean any business trip undertaken in connection with official purpose outside the city, town or municipal limit of normal place of work of the **Insured**.

Baggage: Baggage shall mean personal goods belonging to the **Insured** or goods for which he or she is responsible officially and such goods are necessary for the purposes of his journey and are being taken by him or her on journey or acquired by him/her during the journey.

SPECIFIC EXCLUSIONS UNDER THIS SECTION

The Company shall not be liable in respect of:

1. The Excess stated in the Schedule to be borne by the Insured in any one occurrence.
2. Loss of or damage due to cracking, scratching or breakage of lens or glass whether part of any equipment or otherwise or of china, marble, screen and other article of brittle or fragile nature unless such loss or damage arises from accident to vessel, vehicle, train or aircraft by which such Property insured is conveyed.
3. Loss of or damage caused by moth, mildew, vermin or any process of cleaning,

- repairing, dyeing or restoring to which the Property insured is subjected.
4. Loss of or damage to any electrical and electronic machines and devices, apparatus fixtures or fitting and accessories arising from over running, excessive pressure, short circuiting, arcing, self heating or leakage of electricity from whatever cause (lightning included).
 5. Loss of or damage caused by mechanical derangement or over winding of watches and clocks.
 6. Theft from car except from car of fully enclosed saloon type having all doors, windows and other openings securely locked and properly fastened.
 7. Loss of or damage whilst being conveyed by any carrier under contract of affreightment.
 8. Damage to money, securities, manuscripts, deeds, bonds, bills of exchange, promissory notes, stock or share certificates, stamps, business books or documents, jewellery, watches, furs, precious metals, precious stones, gold or silver ornaments or any other valuables including cash, cheque, travel tickets, bank drafts, share certificates and stamps.
 9. Loss or damage to the perishable and consumable goods
 10. Loss of articles like golf kit, fans, umbrellas, sun glasses, sticks in use on the voyage and articles or clothes whilst being worn on the person of the Insured or carried about.
 11. Damage due to confiscation or detainment by the order of any Govt. or any other public authority.
 12. Loss or Damage not reported to local Police where the loss occurred, within 24 hours of discovery and a written report is obtained from such authority.
 13. Damage or destruction caused by or arising from the leakage, spilling or exploding of liquids, oils or material of like nature or articles of a dangerous or damaging nature.

SECTION XIII – MARINE TRANSIT

Transit risk of insured's cargo like raw materials, finished goods, capital goods and other materials pertaining to the business are insured under this section. Transit risk are covered for voyages from:

Anywhere in India to Anywhere in the World [Exports]

Anywhere in India to Anywhere in India [Domestic]

Anywhere in India/World to **Insured's** premises [Imports]

The following modes of transit are covered –

- Rail
- Road
- Sea
- Inland waters
- Air

Scope of coverage and exclusions

Determined by relevant cargo clauses like the Institute Cargo clauses along with non-institute cargo clauses, mandatory clauses, warranties and specific exclusions mentioned in this section

Institute Cargo Clauses

- INSTITUTE CARGO CLAUSES 'A' CL.382 dated 1/1/09.
- INSTITUTE WAR CLAUSES (CARGO) CL.385 dated 1/1/09.
- INSTITUTE STRIKES CLAUSES (CARGO) CL.386 dated 1/1/09.
- Institute Cargo Clauses (AIR)(excluding sendings by Post) 01/01/09
- INSTITUTE WAR CLAUSES (AIR CARGO) CL.388 dated 1/1/09.
- INSTITUTE STRIKES CLAUSES (AIR CARGO) CL.389 dated 1/1/09.
- INSTITUTE CLASSIFICATION CLAUSE CL.354 dated 1/1/01
- Institute War Clauses (sendings by Post) CL.390 dated 1/3/09
- INSTITUTE RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIOCHEMICAL AND ELECTROMAGNETIC WEAPONS EXCLUSION CLAUSE

Non-Institute Cargo Clauses

- Inland Transit Clause (Rail, Road) – A- 2010
- Inland Transit Clause (Rail, Road) – B
- Special Clause for Air Cargo with Named Peril Extension
- Strikes Riots Civil Commotion clause (in conjunction with Inland transit)
- Cargo ISM Forwarding Charges Clause (JC 1998/023)
- Termination of Transit Clause (Terrorism)

Other Mandatory Clauses

- Sanction Limitation and Exclusion Clause LMA 3100 (Amended)
- Marine Cyber Endorsement
- Communicable Disease Exclusion (Cargo) Jc2020-011 17 April 2020
- War and Strike Risk Termination Clause
- War & SRCC Exclusion for High Risk Area (HRA)
- Specific Territory Exclusion Clause
- RUB Exclusion Clause

- Five Powers War Clause
- Indian Ocean, Gulf of Aden and Southern Red Sea Clause

Sum Insured fixation

Sum Insured at inception is based on estimated Sales Turnover for the policy period and provisional value of capital items anticipated for shipments during the policy period. For issuance of Certificates, estimated Sum Insured for Exports, Imports and Inland movements shall be considered.

Specific Exclusion for this section

- No Cover for any Intentional storage. Intentional storage means any storage outside the ordinary course of transit or any storage done voluntarily by the insured
- War, Strikes, Riots and Civil Commotion Risks, stands deleted for all transits to, from and through or within Israel, Lebanon and Palestine.
- **War & SRCC exclusion for High Risk Area (HRA)**
 - This exclusion is paramount and shall override other provision contained under the section/ certificate of insurance. War, Strikes, Riots and Civil Commotions risks is cancelled for shipments by sea originating from (imports) and destined to (Exports) Middle East High-Risk Area (HRA) countries of United Arab Emirates, Bahrain, Iraq, Kuwait, Oman, Qatar and Saudi Arabia.
 - Coverage can be reinstated as per 1/1/2009 INSTITUTE WAR CLAUSES (CARGO) and 1/1/2009 INSTITUTE STRIKE CLAUSE (CARGO) subject to the following amendments:
 - Premium would be calculated based on actual final sum insured values of shipments.
 - Notification for each shipment should be given to Direct Insurers promptly. Failure to pay additional premium before commencement of transit, War and SRCC cover for shipments remains suspended during transit to and from HRA locations.
 - Any subsequent amendment to the additional premium rate and interests applicable shall be subject to 48 hours' notice.
- **Indian Ocean, Gulf of Aden and Southern Red Sea Exclusion clause:**
This exclusion is paramount and shall override other provision contained under the policy / certificate of insurance.
War SRCC, Hijacking and Piracy risks as per INSTITUTE WAR CLAUSES (CARGO), INSTITUTE STRIKE CLAUSES (CARGO), and INSTITUTE WAR CLAUSES (AIR), INSTITUTE STRIKE CLAUSES (AIR CARGO) and / or any other relevant coverage or local market equivalent terms are excluded under the scope of coverage and INSTITUTE CARGO CLAUSES (A) and

/ or any other relevant coverage or local market equivalent terms under the scope of policy, in respect of all shipment of cargoes transiting to, from and through the following notified areas:

- Indian Ocean, Gulf of Aden and Southern Red Sea
- The waters enclosed by the following boundaries:
 - a) on the northwest, by the Red Sea, south of Latitude 18°N
 - b) on the northeast, from the Yemen border at 16°38.5'N, 53°6.5'E to high seas point 14°55'N, 53°50'E
 - c) on the east, by a line from high seas point 14°55'N, 53°50'E to high seas point 10°48'N, 60°15'E, thence to high seas point 6°45'S, 48°45'E
 - d) and on the southwest, by the Somalia border at 1°40'S, 41°34'E, to high seas point 6°45'S, 48°45'Eexcepting coastal waters of adjoining territories up to 12 nautical miles offshore unless otherwise provided.

Coverage will be reinstated as per INSTITUTE WAR CLAUSES (CARGO), INSTITUTE STRIKE CLAUSES (CARGO), and INSTITUTE WAR CLAUSES (AIR), INSTITUTE STRIKE CLAUSES (AIR CARGO), and INSTITUTE CARGO CLAUSES (A) for Piracy/ or any other relevant coverage or local market equivalent terms subject to the following amendments:

- Premium would be calculated based on actual final sum insured values of shipments.
- Notification for each shipment should be given to Direct Insurers promptly. Failure to pay additional premium before commencement of transit, War SRCC, Hijacking and Piracy risks cover for shipments remains suspended during from, to or through above mentioned area

(Please refer map for demarcating above area)

Limits of Indemnity

The Limits of Indemnity for transit loss/damage for any one conveyance shall be the limit specified in policy schedule.

The Limits of Indemnity for transit loss/damage at any one location shall be the limit specified in policy schedule.

Excess

Applicable for each and every loss as mentioned in the policy schedule.

Indemnity

The Basis of Valuation for Indemnity shall be as follows:

- Raw materials – Invoice value
- Finished goods CIF value
- New Machinery – Invoice value

- Used machinery or equipment – Depreciated Market value
- Others – Agreed value

Specific conditions for this section

- It is agreed that the Assured will declare their final Sales Figure within 15 days of expiry of this policy
- Cumulative Value of Capital items shipped during the policy period shall be declared separately along with Turnover declaration sheet after policy expiry and the cumulative value declared shall be added to the final turnover value for arriving at utilized Sum Insured.
- It is a condition of the policy that the Policy would be adjusted (downwards only in view of premium payment regulations) on the basis of the final Sales Turnover achieved by the Assured, as evident in their final accounts and/or by the Certificate/s issued to that effect by their Proprietor/Partner/Chief Executive Officer/Auditors. Any excess premium collected by the Company, as ascertained on adjustment would be refundable to the Assured.
- It is a condition of the policy that only duly authorized representatives of the Assured shall submit the final declaration to the company
- War-SRCC peril cancellation clause: The cover against war risks and strikes, riots and civil commotions risks (as defined in the relevant Institute War Clauses and Institute Strikes Clauses, SRCC Inland clause) may be cancelled by either the Underwriters or the Assured except in respect of any insurance which shall have attached in accordance with the conditions of the Institute War Clauses and Institute Strikes Clauses before the cancellation becomes effective.

Such cancellation shall however only become effective on the expiry of 7 days from midnight of the day on which notice of the cancellation is issued by or to the Underwriters.

In case of sendings to and/ or from the United States of America, 48 hours' Notice of Cancellation at shall apply

Notice of cancelation can be given by e mail and is deemed served at the time that the e mail is sent. Also, any notice of cancelation given to the intermediary under this section shall be deemed to satisfy any requirement of notice provided

Wordings for mandatory clauses are given below –

HDFC ERGO General Insurance Company Limited. IRDAI Reg. No.146. CIN: U66030MH2007PLC177117. Registered & Corporate Office: 6th Floor, Leela Business Park, Andheri-Kurla Road, Andheri (East), Mumbai – 400 059. UIN: Business Secure Vyaapar Suraksha - IRDAN146RPMS0085V01202526.

SANCTION LIMITATION AND EXCLUSION CLAUSE LMA 3100 (Amended)

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

MARINE CYBER ENDORSEMENT

1. Subject only to paragraph 3 below, in no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus, computer process or any other electronic system.
2. Subject to the conditions, limitations and exclusions of the policy to which this clause attaches, the indemnity otherwise recoverable hereunder shall not be prejudiced by the use or operation of any computer, computer system, computer software programme, computer process or any other electronic system, if such use or operation is not as a means for inflicting harm.
3. Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, paragraph 1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

LMA540311 November 2019

COMMUNICABLE DISEASE EXCLUSION (Cargo) JC2020-011 17 April 2020

1. Notwithstanding any provision to the contrary within this insurance, this insurance does not insure any loss, damage, liability, claim, cost or expense of whatsoever nature caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.
2. As used herein, a Communicable Disease means any disease which can be

transmitted by means of any substance or agent from any organism to another organism where:

- 2.1. The substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- 2.2. The method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- 2.3. The disease, substance or agent can cause or threaten bodily injury, illness, damage to human health, human welfare or property.

Specific Territory Exclusion Clause

This Exclusion is paramount and shall override anything contrary contained in the policy.

Notwithstanding anything to the contrary herein, all Specified Territory Exposures whether direct or indirect, are excluded. The term Specified Territory Exposure includes but is not limited to any activity, transaction, legal proceedings, operation, entity, subsidiary, headquarters, branch, products, good, property, asset, services, in a Specified Territory or, as applicable, delivered to, located in, originating in, transitioning from, to or through a specified Territory, as well as any person ordinarily resident in a Specified Territory, the government of a Specified Territory, as well as any entity owned or controlled by any entity in a Specified Territory including, without limitation affiliates outside of a Specified Territory.

Specified Territory means The Republic of Belarus, Ukraine and / or The Russian Federation.

RUB Exclusion Clause

“Excluding all loss, damage, liability, or expense directly caused by or arising from or in connection with the current Russia-Ukraine-Belarus conflict and/or any expansion of such conflict. Also excluded shall be loss, damage, liability or expense where the aforementioned conflict is deemed to be the proximate cause of such loss, damage, liability or expense. This also includes but is not limited to confiscation, expropriation, nationalization, deprivation or restraining in movement of vessels and cargo in the territory of the aforementioned countries”.

FIVE POWERS WAR CLAUSE

Where any war risks coverage is provided by underwriters, this(re)insurance excludes loss damage liability or expense arising from the outbreak of war (whether there be a declaration of war or not) between any of the following: United Kingdom, United States of America, France, the Russian Federation, the People's Republic of China.

JC2023-024

6th Jan 2023

This exclusion is paramount and shall override any other provision contained under the policy / certificate of insurance. War, Strikes, Riots and Civil Commotion Risks, stands deleted for all transits to, from and though or within Israel, Lebanon and Palestine.

SECTION XIV – CYBER RISK

Coverage under this section is subject to the following:

Aggregate Limit of Liability for this section- As specified in the policy schedule

Retention for this section As specified in the policy schedule

PART A – Restoration

Restoration Limit of Liability as per policy schedule

Restoration Retention INR 25,000 for each and every loss

PART B – Business Interruption

Business Interruption Limit of Liability as per policy schedule

Business Interruption Retention -12 hours

PART A – RESTORATION

We will indemnify **You** for data restoration expenses that exceed the applicable retention, incurred by **You** with **Our** prior written consent, as a result of a security breach first occurring on or after the retroactive date that is first discovered by **You** and reported to us in writing during the policy period or the extended reporting period.

LIMITS – Part-A

The most **We** will pay under Restoration coverage (other than post-judgment interest) is the Restoration Limit indicated for this section. The Restoration Limit is an annual aggregate limit. This amount is the most **We** will pay for all loss covered under Part A (other than post judgment interest) arising out of all loss events which are first discovered by **You** during the present annual policy period.

This limit applies regardless of the number of loss events.

The Restoration Limit is part of and not in addition to the aggregate limit of liability.

Any payment by us for loss or any other amounts will erode the Restoration Limit, and the aggregate limit of liability.

RETENTION – Part-A

Restoration coverage is subject to the Restoration Retention indicated for this endorsement. **You** shall be responsible for such retention amount as respects each loss event covered under this section.

PART B – BUSINESS INTERRUPTION

We will indemnify **You** for loss of business income that exceeds the applicable retention and is incurred during the period of restoration due to:

1. **Your** inability to use your data assets that have been corrupted or encrypted and therefore cannot be utilized for their intended function for a period that exceeds the waiting period;
2. The availability of your computer systems or your data assets being impaired for a period that exceeds the waiting period; as a direct result of a security breach first occurring on or after the retroactive date that is first discovered by **You** and reported to us in writing during the policy period or the extended reporting period.

LIMITS – Part-B

The most **We** will pay under Business Interruption coverage (other than post-judgment interest) is the Business Interruption Limit indicated for this Section. The Business Interruption Limit is an annual aggregate limit. This amount is the most **We** will pay for all loss covered under Part B (other than post judgment interest) arising out of all loss events which are first discovered by You during the present annual policy period. This limit applies regardless of the number of loss events.

The Business Interruption Limit is part of and not in addition to the aggregate limit of liability.

Any payment by us for loss or any other amounts will erode the Business Interruption Limit, and the aggregate limit of liability.

RETENTION – Part-B

Business Interruption coverage is subject to the Business Interruption Retention indicated for this endorsement. **You** shall be responsible for such retention

amount as respects each loss event covered under this section.

EXCLUSIONS, ADDITIONAL CONDITIONS AND DEFINITIONS APPLICABLE TO BOTH PART-A and PART-B

EXCLUSIONS

We will not pay for any **Loss** resulting from, in connection with or indirectly arising from:

A. Business economic losses

Any trading losses, trading commissions or unauthorized trading in securities, commodities, derivatives, foreign or federal funds, currencies, foreign exchange, and the like; the value of coupons, price discounts, prizes, awards or other consideration given in excess of the total contracted or expected amount.

B. Dishonest acts

Any dishonest, fraudulent, criminal, malicious act or omission, intentional breach of any duty, contract or law by senior management, or by **You** with the knowledge of senior management.

C. Electromagnetic

Any electromagnetic field, electromagnetic radiation or electromagnetism that actually or allegedly affects the health, safety or condition of any person or the environment, or that affects the value, marketability, condition or use of any property.

D. Extortion event

Any actual or alleged extortion event, including the payment or provision of any money, service or property by **You** to end any actual or alleged extortion event.

E. Infrastructure:

Any planned or unplanned failure or disruption to the availability, integrity or performance of:

1. Any mechanical infrastructure or services, or any other utility services including but not limited to electricity, gas, oil, and power stations;
2. Technology infrastructure including but not limited to: certificate authorities, content delivery network providers, domain name system service providers, internet exchange point providers, satellites, satellite network providers, timing services, and any transmission systems or services which support transfer of data between network termination points; unless under the insured organization's direct operational control.

F. Insolvency

Any insolvency, bankruptcy or financial default by the insured organization or any third party.

G. Radioactivity

Any:

1. Any ionizing radiations or contamination by radioactivity from any nuclear fuel, any nuclear waste from the combustion of nuclear fuel, or any other radioactive matter;
2. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

H. Physical hazard

Any:

1. Natural, physical, meteorological, solar or seismic event including but not limited to fire, smoke, explosion, wind, flood, earthquake, volcanic activity, or solar storm;
2. Discharge, release, seepage, or disposal of any pollutants; or any request, demand, order, or regulatory requirement to monitor, clean-up, test, remove, remediate, detoxify, assess or neutralize the effect of any pollutants;
3. Environmental hazard, microorganisms, biological organisms, bioaerosols, fungi, spores or organic contaminants including, but not limited to, mould, mildew, yeast or other toxins, mycotoxins, allergens, infectious agents, wet or dry rot or rust, carcinogens, noise or contaminants in the structure, soil, water, air, mould, mildew, or any materials containing them at any time, regardless of the cause of growth, proliferation or secretion;
4. Virus, bacterium or other microorganism that induces or is capable of inducing physical distress, illness or disease.

I. Prior acts

Any loss event first occurring prior to inception of the first policy period that senior management knew, or should have reasonably known, could result in a loss.

J. Property damage

Any physical injury to, destruction of, or loss of use of any tangible property as a result of a security breach.

K. Sanctions

Any provision of cover, payment of any loss, claim or provision of benefit that would expose us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States.

L. Terrorism and Political Violence

Any act of terrorism, strike or similar labour action, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power, or any action

taken to hinder or defend against these actions; including all amounts, directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing, or in any way relating to the above. However, this exclusion shall not apply to cyberterrorism.

M. War

1. Directly or indirectly out of war; or
2. From a cyber war.

We shall have the burden of proving that this exclusion applies.

Attribution of a cyber war to a state:

1. The primary but not exclusive factor in determining attribution of a cyber war shall be whether the government of the state (including its intelligence and security services) in which the computer system affected by the cyber war is physically located attributes the cyber war to another state or those acting on its behalf.

Pending attribution by the government of the state (including its intelligence and security services) in which the computer system affected by the cyber war is physically located, **We** may rely upon an inference which is objectively reasonable as to attribution of the cyber war to another state or those acting on its behalf. It is agreed that during this period no loss shall be paid.

2. In the event that the government of the state (including its intelligence and security services) in which the computer system affected by the cyber war is physically located either:
 - a) takes an unreasonable length of time to, or
 - b) does not, or
 - c) declares it is unable to attribute the cyber war to another state or those acting on its behalf, it shall be for us to prove attribution by reference to such other evidence as is available.

N. Wear and tear

Ordinary wear and tear, slow-down or gradual deterioration of your computer systems or your data assets.

ADDITIONAL CONDITIONS APPLICABLE FOR THIS SECTION

The following Additional Conditions apply to all coverages under this endorsement.

A. Notice of loss events

1. The named insured shall give written notice to us as soon as practicable of a loss event

2. All notifications under this policy must be provided to us
3. A loss event will be considered as reported to us when written notice is first received by us
4. All notifications under this policy shall include the following information:
 - a) Specific details of the alleged loss event
 - b) Details of all parties involved including names and contact information
 - c) Details of potential loss, or other amounts covered under this policy
 - d) Such other information as **We** may require
5. The named insured must provide us with full assistance and all information deemed reasonably necessary to investigate any security breach;
6. The named insured should not take any action that in any way increases **Our** exposure under this policy; and
7. The named insured should assist in enforcing any right of contribution or indemnity against any person or organisation who may be liable to the named insured with respect to which insurance is afforded under this policy.
8. Requests made under this policy for the indemnification of loss of business income and/or data restoration expenses **You** must be accompanied by a written, signed and sworn proof of loss for all known loss of business income and/or data restoration expenses. If **We** have not received such proof within six (6) months after expiry of this policy or expiry of the period of restoration, **We** will be discharged from all liability hereunder. Such proof of loss must include:
 - a) a full narrative description, timing, relevant location, witness statements, expert reports, system logs, information or documents relevant to the consideration of the loss event;
 - b) the location, description and statement of your interest in the data assets and computer systems affected by the loss event; and
 - c) the amount of any claimed loss of business income and/or data restoration expenses, accompanied by a fully evidenced calculation

B. Security Conditions

It is a condition precedent to coverage under this **Policy** that at all times during the **Policy Period You** shall:

1. Maintain anti-virus software on any device that is part of **Your Computer System** and routinely update the protection as reasonably necessary;
2. Maintain firewalls on any device that is part of **Your Computer System** and connected to the internet; and

3. Subject **Your Data Assets** to Annual back up procedures, and store these back-ups in a cloud environment or at an offsite location disconnected from **Your Computer System**

C. Extended Reporting Provision

In the event that **We** or **You** cancel or non-renew this **Policy**, for any other reason other than non-payment of premium, then the **Named Insured** will have the right, upon payment in full and not proportionately of an additional amount equaling 100% of the annual **Policy** premium in addition to the annualized amount of any premium paid during the **Policy Period**, to have an **Extended Reporting Period** of 12 months provided that the **Extended Reporting Period** only applies:

1. To those insuring clauses shown as purchased in the **Declarations**; and
2. To any **Loss Event** first discovered during the **Extended Reporting Period** and arising from any **Loss Events** first occurring on or after the **Retroactive Date** and before the end of the **policy period**; and
3. The **Aggregate Limit Of Liability** for the **Extended Reporting Period** will be part of and not in addition to the **Aggregate Limit Of Liability** for the **Policy Period** and the purchase of the **Extended Reporting Period** will not increase the **Aggregate Limit Of Liability**, any **Insuring Clause Limit Of Liability**, nor reinstate any used portion of the same.

The entire premium for the **Extended Reporting Period** will be deemed earned at the commencement of the **Extended Reporting Period**, and **We** will not be liable to return any premium paid for the **Extended Reporting Period** in the event that the **Named Insured** elects to terminate the **Extended Report Period** prior to its natural expiration.

D. Limit Of Liability

1. The **Aggregate Limit** of liability stated is the maximum that **We** will pay under this **Policy** for all **Loss**, or any other amounts, regardless of the number of **Loss Events** and regardless of the number of insuring clauses that apply and under which such **Loss Events** attach. **We** will have no liability in excess of the **Aggregate Limit Of Liability**.
2. In the event that a **Loss Event** results in a coverage request for the same item of **loss** under more than one insuring clause, then the maximum that **We** will pay will be the highest single applicable **Insuring clause limit of liability**.
3. All **Losses** that arise out of a single **Loss Event** will be considered a single **Loss Event** for coverage under this **Policy**, regardless of the number of **You**, or the number of **Losses**.

E. Other Insurance

The insurance under this **Policy** will apply in excess of any other valid and

collectible insurance available to **You**, including any self-insured **Retention** or deductible portion thereof unless such other insurance is written only as specific excess insurance over the **Aggregate Limit Of Liability** or any other applicable **Insuring Clause Limit Of Liability** of this **Policy**.

F. Retention

If a **Loss Event** attaches to more than one insuring clause then the maximum amount that You will be required to pay will not exceed the highest applicable **Retention**.

G. Territorial Limits

This insurance applies to **Loss Events** that occur Worldwide.

DEFINITIONS

With respect to the provisions of this endorsement only, the following definitions are added:

- A. Aggregate Limit Of Liability** means the amount set out in the Declarations
- B. Application** means all application forms, question sets, any attachments thereto, any supplemental documentation, any statements, any other representations and all other material submitted to **Us** by **You** or on **Your** behalf in connection with the underwriting of this **Policy**.
- C. Change Of Control** means when any person or entity, or group of persons or entities, acquires greater than 50% of the equity of the **Named Insured** and/ or the right to elect or appoint the majority the board of directors of the **Named Insured**.
- D. Computer System** means any computer, hardware, software, communications system, electronic device (including but not limited to, smart phone, laptop, tablet, wearable device), server, cloud infrastructure or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.
- E. Cyberterrorism** means the premeditated use of disruptive activities against **Your Computer System** or **Your Digital Assets** by an individual or group of individuals, or the explicit threat by an individual or group of individuals to use such activities, with the intention to cause harm, further social, ideological, religious, political or similar objectives, or to intimidate any person(s) in furtherance of such objectives. **Cyberterrorism** does not include any such activities which are part of or in support of any **War** or **Cyber War**.
- F. Cyber War** means the use of a **Computer System** by or, at the direction of, or

under the control of a **State** which:

1. is carried out as part of a **War**; or
 2. results directly or indirectly in a detrimental impact on:
 - a) the security or defence of another **State**, and/or
 - b) the availability, integrity or performance of any **Essential Services** in another **State**
- Data Assets** means any nonphysical, machine-readable information in digital form, including **Programs**.

G. Data Restoration Expenses means the reasonable fees, costs and expenses incurred by **You** with **Our** prior written consent to restore access to **Your Data Assets**, or to recover, restore, input, configure and/or replace Your data assets, that have been corrupted, erased, encrypted, damaged or destroyed.

H. Data Restoration Expenses do not include:

1. Fees, costs and expenses incurred to re-perform any underlying work that result in the creation of the **Data Assets**, including any research and development;
2. Fees, costs and expenses incurred to replace **Data Assets** that are a material improvement or upgrade on the **Data Assets** that have been replaced;
3. Fees, costs and expenses incurred to recover, restore, configure and/or replace any physical parts or components of **Your Computer System**;
4. Fees, costs and expenses incurred to recover, restore, input, configure and/or replace **Your Data Assets** which were not subject to weekly back-up procedures at the time of the **Security Breach**; or
5. The economic market value of any **Data Assets** that had been corrupted, deleted, encrypted, damaged or destroyed.

I. Declarations means the document entitled Declaration, which attaches to and forms part of this **Policy**

J. Employee means any individual in the **Insured Organization's** service who is engaged and directed by the **Insured Organization** in the ordinary course of the **Insured Organization's** business, including past, present, future, part-time, seasonal, temporary, internship, volunteer, or leased **Employees**. Employee does not include senior management.

K. Essential Services means a service that is essential for maintaining the vital functions of a **State** including but not limited to emergency services, financial market infrastructure, governmental entities, healthcare services, utility services and the transportation sector.

L. Extended Reporting Period means the period commencing immediately after the end of the **Policy Period** for the reporting of **Loss Events** as provided in Section V.H.

M. Extortion Event means any credible threat to, or the use of any unauthorised or malicious code by a **Third Party** to destroy, corrupt, erase or encrypt **Your Data Assets**, or impair the availability of Your computer system as an attempt

to obtain any money, service or property from You.

- N.** fixed operating expenses means any operating expenses (including ordinary payroll) that must continue to be incurred and that cannot be reasonably avoided during the period of restoration.
- O. First Policy Period** means either this policy period if this is the first policy issued by us to You for this coverage or the policy period of the first policy issued to You for substantially similar coverage, but only where this policy period is a renewal of an unbroken chain of consecutive policies from that first policy.
- P. Increased Costs Of Working** means the fees, costs and expenses that are reasonably and necessarily incurred by **You** to avoid, minimise or reduce the amount of **Loss Of Business Income** or **Period Of Restoration**, but only where:
 - 1. **Loss Of Business Income** would have been incurred but for such expenditure;
 - 2. The **Increased Costs Of Working** do not exceed the proportion of **Loss Of Business Income** that has been avoided or reduced as a direct result of such expenditure; and
- Q. Insured Organization** means the **Named Insured** and any **Subsidiary**.
- R. Loss** means: **Loss Of Business Income**, and/or **Data Restoration Expenses**.
- S. Loss** of business income means:
 - 1. Loss of profit; plus fixed operating expenses
 - 2. Increased costs of working

Both **Loss Of Profit** and **Fixed Operating Expenses** will be reduced by the amount of any recovery of such loss represented by any net profit that is deferred and subsequently earned in a period following the **Period Of Restoration**.

- T. Loss Of Profit** means the amount of net profit before taxation that **You** could reasonably have projected to be earned for goods sold and/or services rendered during the **Period Of Restoration**, minus the amount of net profit before taxation that **You** earned during the **Period Of Restoration**. such projection will be assessed by applying the same rate of net profit before taxation earned:
 - 1. During the same calendar period of the preceding financial year; or
 - 2. During the same time period immediately preceding the **Period Of Restoration**;
or
 - 3. During the same hours on the last business day preceding the period of restoration; or
 - 4. During the same hours on the last corresponding day of the week,
whichever is reasonably considered by us to be the most accurate measure of net profit before taxation that would have been earned but for the **Period Of Restoration** having occurred. further adjustment will be made where appropriate for seasonal variances, key earning dates and customer offers that may influence the amount of net profit before taxation that could have been earned during the

Period Of Restoration.

U. Loss Event means any **Security Breach**.

V. Period Of Restoration means the period of time commencing from the first minute after expiration of the **Waiting Period** that:

- **Your Data Assets** remain corrupted or encrypted; or
- The availability of Your computer system or Your data assets remains impaired and ending at the time when the **Loss Of Business Income** ceases to be incurred, but not exceeding ninety (90) consecutive days in total.

W. Policy means this document, the **Declarations** and any applicable endorsements

X. Program means a set of information formulated to direct the operation and function of computers.

Y. Retention means

1. For all **Loss Events** the amounts shown in the Declarations
2. For **Loss Of Business Income** the amount that shall be applied after the **Waiting Period** has been exhausted. The **Waiting Period** does not apply to **Increased Costs Of Working**.

Z. Retroactive Date means the inception date of this policy

AA. Security Breach means the unauthorised access to and/or use of **Your Computer System** or **Your Data Assets** by a **Third Party** or an **Employee**, including where access has been gained by using stolen authorised user credentials.

BB. Senior Management means any person who holds or has previously held any of the following positions in the **Insured Organisation**: a member of the board of directors, executive officer, partner, president, risk manager, insurance manager, chief security officer, chief information security officer, general counsel, or that has held a position substantially similar in function to those described in this paragraph regardless of the title ascribed to that person or role.

CC. State means sovereign state.

DD. Subsidiary means any legal entity where the **Named Insured**:

- at the inception of the **Policy** directly or indirectly owned at least fifty percent (50%) of the outstanding voting securities, partnership, or membership units; and/or has the right to elect or appoint the majority of the board of directors or persons to an equivalent management function;
- acquires or creates a legal entity during the **Policy Period**, but subject to the limitations and conditions set out in Section V.A.

EE. Third Party means any person, company or other entity that is not **You**.

FF. Waiting Period means a period of 12 hours that must be exceeded and applies to each and every **Security Breach**. The **Waiting Period** shall commence:

- at the first minute that **Your Data Assets** are corrupted or encrypted; or
- at the first minute during which the availability of **Your Computer System** or **Your Digital Assets** is impaired.

GG. War means:

- The use of physical force by a **State** against another **State** or as part of a civil war, rebellion, revolution, insurrection; and/or
- Military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority, whether war be declared or not.

HH. We, Us, or Our means HDFC ERGO General Insurance Company Limited.

II. You, Your or Yourself means:

- The **Insured Organization**;
- Any past, present or future: director, officer, principal, partners, and employee (including full time, part time or temporary) of the **Insured Organization**, but only with respect to the performance of his or her duties as such on behalf of the **Insured Organization**;
- The lawful spouse or domestic partner of **You**, as well as the estate, heirs, executors, administrators, assigns and legal representatives of **You** in the event of **Your** death, incapacity, insolvency or bankruptcy, but only to the extent that **You** would otherwise be provided coverage under this **Policy**.

JJ. Your Computer Systems means a **Computer System** owned or leased by the **Insured Organization** and under the **Insured Organization's** direct operational control.

KK. Your Data Assets means all **Data Assets** that are owned by the **Insured Organization** or for which the **Insured Organisation** has assumed responsibility and that are stored on **Your Computer Systems**.

LL. Named Insured means Person/s, Company or other entity shown in the Policy Schedule who has/ have purchased insurance cover under this Policy; of such **Insured** Person/s.

All other provisions of this policy apply.

SECTION XV - PUBLIC LIABILITY

The Company will indemnify the **Insured** against their legal liability (other than liability under the Public Liability Insurance Act, 1991 or any other Statute based on the doctrine of “No Fault Liability”) to pay compensation including claimant’s costs, fees and expenses anywhere in India, in accordance with Indian Law.

Basis of indemnity:

The indemnity only applies to claims arising out of accidents occurring in the insured premises during the period of insurance first made in writing against the **Insured** during the policy period and the **Insured** is indemnified against all sums subject to limit of indemnity chosen by **Insured** which the Insured shall become legally liable to pay 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 and not against claims arising out of or in connection with:-

1. Pollution howsoever caused.
2. Any product.

DEFINITIONS:

For the purpose of determining the indemnity granted:

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. ‘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.

SPECIFIC EXCLUSIONS UNDER THIS SECTION:

The Company shall not be liable for:

1. 0.25% of the limit of Indemnity for any one Accident subject to a minimum of Rs.25,000/-.
2. Any compensation for death of or bodily injury to any member of **Insured** person’s family, partners, managerial staff, employees, contractor’s employees or damage to property belonging to or in the custody of or control of **Insured** or **Insured** person’s family, partner, director, managerial

- staff, employees and contractor's employees.
3. Injury or Damage caused by or resulting from anything sold, supplied, installed, erected, repaired, altered or treated and/or due to professional advice rendered by the **Insured** or by any person on behalf of the **Insured** other than food or beverages sold or supplied by the **Insured** as a service to the employees or visitors for consumption in the office through Canteen/ outside suppliers.
 4. Liability arising from use of any motor vehicle or pedal cycle.
 5. Liability assumed by the **Insured** by agreement and which would not have attached in the absence of such agreement.
 6. Liability arising out of all personal injuries such as libel, slander, false arrest, wrongful eviction, wrongful detention, defamation etc. and mental injury, anguish, or shock resulting therefrom; liability more specifically insured elsewhere.
 7. Liability for infringement of plans, copy-right, patent, trade name, trade mark, registered design.
 8. Liability arising out of fines, penalties, punitive or exemplary damages or any other damages resulting from the multiplication of compensatory damages.
 9. damage to property owned leased or hired or under hire-purchase or on loan to the **Insured** or otherwise in the **Insured's** care custody or control other than the:
 - a. employees' and visitors' clothing and personal effects.
 - b. premises tenanted by the **Insured** to the extent that the **Insured** would be held legally liable in the absence of any specific agreement.
 10. Liability more specifically insured elsewhere.

PERFLUORINATED COMPOUNDS, PERFLUOROALKYL AND POLYFLUOROALKYL SUBSTANCES (PFAS) EXCLUSION

This policy does not cover any claim for actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with any PFAS.

For the purposes of this Exclusion, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor, contain, test for or in any way respond to or assess the effect of any PFAS.

PFAS means any chemical or substance that contains one or more alkyl carbons where fluorine partially or completely replaces the hydrogen atoms.

SECTION XVI – EVENT LIABILITY

This covers the **Insured** against damages and expenses, which the insured is legally obligated to pay, arising out of the insured's role as an event organizer or a participant in an event.

1. As an Organizer

Subject to all of the terms and conditions of this insurance, the company will pay damages that the insured is legally obligated to pay by reason of liability imposed by law for bodily injury or property damage to a third party, arising out of an occurrence during an event organized by the insured. This section will not be applicable for clients whose core business is organizing events.

2. As a Participant:

Subject to all of the terms and conditions of this insurance, the company will pay damages that the insured is legally obligated to pay by reason of liability imposed by law for bodily injury or property damage to a third party, arising out of an occurrence caused during an event due to insured's services/products that are being offered for trial purposes while participating at the event.

Provided that the Company shall not be liable in respect of:

- i. Death of or bodily injury to any person in the employment of the **Insured** arising out of and in the course of such employment, or to the **Insured's** family and partners.
- ii. Damage to property (other than the insured property) belonging to or held in trust by or in the custody or control of the **Insured**.
- iii. Any claims arising out of contractual liability.
- iv. Consequential or indirect loss or damage.
- v. Any event(s) pertaining to any adventure sports/Motorsports/extreme sports/ Cricket and/ or involving any hazardous activity
- vi. Events involving Performing artists, cast and crew of musical performances and/or theatrical performances and/ or stunts
- vii. Usage of pyrotechnics
- viii. Cricket and motorsports events/venues
- ix. Events involving animals
- x. Terrorism

DEFINITIONS:

1. **“Occurrence”** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
2. **“Property damage”** means:
 - a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the “occurrence” that caused it.

For the purposes of this insurance, electronic data is not tangible property. As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

3. **“Bodily injury”** means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. **“Suit”** means a civil proceeding in which damages because of “bodily injury”, “property damage” or “personal and advertising injury” to which this insurance applies are alleged. “Suit” includes:
 - a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with **Our** consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with **Our** consent.

SPECIFIC EXCLUSIONS UNDER THIS SECTION

This policy does not cover any liability:

1. Excess, if any, as mentioned in the Policy Schedule.
2. Assumed by the insured by agreement or arrangement and which would not have attached in the absence of such agreement or arrangement.
3. Arising out of earthquake, earth-tremor, volcanic eruption, flood, storm, tempest, typhoon, hurricane, tornado, cyclone or other similar convulsions of nature and atmospheric disturbance.
4. Arising out of deliberate, willful or intentional non-compliance with any demand, judicial or statutory law, order, request, or requirement of any governmental authority.
5. Arising out of loss of a pure financial nature, including but not limited to, loss of goodwill and/or loss of market.

- a) Arising out of libel, slander, false arrest, wrongful eviction, wrongful detention or defamation and mental injury, anguish, or shock resulting therefrom; or
 - b) Arising out of infringement of any intellectual property rights, including but not limited to, rights in plans, copyright, patent, trade name, trademark or registered design.
6. For fines, penalties, punitive or exemplary damages or any other damages resulting from the multiplication of compensatory damages.
7. Arising out of the ownership, possession or use by or on behalf of the insured of any motor vehicle or trailer for which compulsory insurance is required by legislation other than the following:
- a) Aims resulting from accidents caused by the use of any tool or plant forming part of or attached to or used in connection with any motor vehicle or trailer;
 - b) Claims resulting from accidents taking place beyond the limits of any carriageway or thoroughfare caused by the loading or unloading of any motor vehicle or trailer;
 - c) Claims for damage to any bridge, weigh bridge, road or anything beneath caused by the weight of any motor vehicle or trailer or of the load carried therein; or
 - d) Claims resulting from accidents in connection with any motor vehicle or trailer temporarily in the insured's custody or control for the purpose of parking.
8. Arising out of the transportation of materials and/or hazardous/dangerous substances outside insured's premises unless specifically covered.
9. Arising out of the ownership, possession or use by or on behalf of the insured of any aircraft, watercraft or hovercraft.
10. For damage to property owned, leased or hired or under hire-purchase by the insured or on loan to the insured or otherwise in the insured's care, custody or control, other than:
- a) Premises (or the contents thereof) temporarily occupied by the insured for work thereon or other property temporarily in the insured's possession for work thereon (but no indemnity is granted for damage to that part of the property on which the insured is working and which arises out of such work);
 - b) Employees' and visitors' clothing and personal effects; or
 - c) Premises tenanted by the insured to the extent that the insured would be held legally liable in the absence of any specific agreement or arrangement.
11. Arising out of injury and/or damage occurring prior to the retroactive date stated in the schedule. Provided always that in the event of any injury or

- damage arising from continuous or continual inhalation, ingestion or application of any substance following the accident and where the insured and company cannot agree when the injury or damage occurred, then:
- a) Injury shall be deemed to have occurred when the claimant first consulted a qualified medical practitioner in respect of such injury; and
 - b) Damage shall be deemed to have occurred when it first became evident to the claimant even if the cause was unknown.
 - c) Arising out of the deliberate, conscious or intentional disregard by the insured or any of its directors, managers, employees, agents, representatives or partners of the need to take all reasonable steps to prevent claims.
12. For injury to any person who is employed by and/or is apprenticed with the insured or any of the insured's contractors or sub-contractors, if such injury arises out of operations in connection with such person's employment or apprenticeship.
 13. Which results from an act that:
 - a) Is intended by the insured; or
 - b) Can be expected from the standpoint of a reasonable person to cause injury or damage, even if the injury or damage is of a different degree or type than actually intended or expected, but this exclusion does not apply to injury resulting from the use of reasonable force to protect persons or property.
 14. For costs incurred in the repair, reconditioning, modification or replacement of any part of any product which is or is alleged to be defective.
 15. For costs arising out of a claim relating to products or part thereof, including but not limited to the recall of any product or part thereof.
 16. For injury, damage, accident, claim, suit or other circumstance known by the insured before the beginning of the policy period, that could reasonably be expected to result in any payment under this insurance. In this exclusion, "circumstance known by the insured" means:
 - a) Such circumstance is known by, or should have been known from the standpoint of a reasonable person in the circumstances of the insured; or any of the directors, managers, officers or partners of the insured; and
 - b) When any person described in subparagraph
 - i. Above reports all, or any part, of any such circumstance to the company or any other insurer; receives a claim or a demand for damages in connection with any such circumstance; or becomes aware of any actual, alleged or threatened injury or damage in connection with such circumstance.
 17. Arising out of the rendering or failing to render professional service or advice whether or not that service or advice is ordinary to the insured's profession,

regardless of whether a claim or suit is brought by a client or any other person or organization.

- (a) arising out of the actual, alleged or threatened contaminative, pathogenic, toxic or other hazardous properties of asbestos.
- (b) for any loss, cost or expense arising out of any:
 - I. Request, demand or order that any insured or others test for, monitor, clean-up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of asbestos; or
 - II. Claim or suit by or on behalf of a governmental authority or others for damages because of testing for, monitoring, cleaning-up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of asbestos. In this exclusion, “asbestos” means asbestos in any form, including its use or presence in any alloy, compound, by-product, or other material or waste. Waste includes material to be recycled, reconditioned or reclaimed.

PERFLUORINATED COMPOUNDS, PERFLUOROALKYL AND POLYFLUOROALKYL SUBSTANCES (PFAS) EXCLUSION

This policy does not cover any claim for actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defense cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with any PFAS.

For the purposes of this Exclusion, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor, contain, test for or in any way respond to or assess the effect of any PFAS.

PFAS means any chemical or substance that contains one or more alkyl carbons where fluorine partially or completely replaces the hydrogen atoms.

CONDITIONS APPLICABLE TO THIS SECTION

1. Coverage Territory: India

Subject to all of the terms and conditions of this insurance, this insurance:

- a) Applies only to injury or damage that takes place in India.
- b) Does not apply to any damages, loss, cost or expense in connection

with any suit brought outside India.

2. **Insurance Limits**

The Company's total liability to pay damages and Defence Costs shall not exceed the Insurance Limits stated in the Schedule. The Accident Insurance Limit applies to any one claim or series of claims arising from one originating cause. The Aggregate Insurance Limit shall represent the total amount of the Company's liability for the Policy Period.

3. **Compulsory Excess**

The **Insured** shall bear as Compulsory Excess the amount or percentage of the Each Accident Insurance Limit so stipulated in the Schedule. This Compulsory Excess shall be applicable to claims for both Injury and Damage, inclusive of Defence Costs arising out of any one Accident. The Company's liability shall attach only for claims in excess of such Compulsory Excess (and Voluntary Excess, if any, opted by the **Insured**).

4. It is a condition for coverage under this section that no sales or distribution activity is undertaken by the insured at the event.
5. The **Insured** shall give written notice in the Claim Form to the Company as soon as reasonably practicable of any claim made against the **Insured** (or any specific event or circumstance that may give rise to a claim being made against the **Insured**) and which forms the subject of indemnity under this section/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, claim or circumstance shall be forwarded to the Company immediately upon receipt by the **Insured**. Such complete written notice and supporting documentation shall form the basis of the Company's assessment of the applicability of cover under this policy to the claim.
6. No admission, offer, promise or payment in respect of a claim which forms the subject matter of indemnity under this section/Policy shall be made or given by or on behalf of the Insured without the prior written consent of the Company.
7. The Company will have the right, but in no case the obligation, to take over and conduct in the name of the **Insured** the defence of any claim and will have full discretion in the conduct of any proceedings and in the settlement of any claim and having taken over the defence of any claim may relinquish the same. All amounts expended by the Company in the defence, settlement or payment of any claim will reduce the Insurance Limits stated in the Schedule of the policy. In the event the Company, in its sole discretion, chooses to exercise its right pursuant to this condition, no action taken by the Company in the exercise of such right will serve to modify or expand in any manner the Company's liability or obligations under this policy beyond what the Company's liability or obligations would have been had it not

- exercised its rights under this condition.
8. The **Insured** shall give all such information and assistance as the Company may reasonably require.
 9. The **Insured** shall give notice as soon as reasonably practicable of any fact, event or circumstance which materially changes any or all of the information supplied by the **Insured** to the Company at the time when this policy was effective, and the Company may amend the terms of this policy according to the materiality of such change.
 10. The Company may at any time pay to the **Insured** in connection with any claim or series of claims under this section/ Policy to which Insurance Limits apply the amount of such Limit (after deduction of any sums already paid) or any lesser amount for which such claims can be settled and upon such payment being made the Company shall relinquish the conduct and control of and be under no further liability in connection with such claims.
 11. The **Insured** shall keep accurate records of annual turnover which term shall include all leviable duties and at the time of renewal of insurances declare such details as the Company may require. The Company shall at all reasonable time have free access to inspect such records.
 12. If at the time of happening of any event resulting in a liability under this section/ policy, there be any other insurances effected by the **Insured** or by any other person or organisation covering the same liability, then the Company shall not be liable to pay or contribute more than its rateable proportion of such liability. Notwithstanding the foregoing, the Company shall in no event be liable for any liability of the **Insured** under the Public Liability Insurance Act, 1991 or any other similar statute that may come into force after the effective date of this insurance.
 13. The Company shall not be liable to make any payment under this section/ Policy in respect of any claim if such claim shall 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** and/or if the insurance has been continued in consequences of any material mis-statement or the non-disclosure of any material information by or on behalf of the **Insured**. In case of any fraud or misrepresentation of any claim made by the **Insured** against the Company under this Policy, which the Insured knows to be wrongful, the Company reserves the right to take appropriate legal action and also claim damages.
 14. If the **Insured** has rights to recover all or part of any payment the Company has made under this Policy, those rights are transferred to the Company. The **Insured** must do nothing after loss to impair them. At the Company's request, the **Insured** will execute all documents and do all acts necessary to bring or transfer those rights to the Company and help the Company enforce them.

SECTION XVII - INFIDELITY/ DISHONESTY OF EMPLOYEES

The Company will indemnify the **Insured** against any direct pecuniary loss sustained by any reason of any act of fraud/ dishonesty committed by any Employee of the **Insured** on or after the date of commencement of this policy and during uninterrupted service with the **Insured** and discovered during the continuance of this Policy or within twelve calendar months of the expiration thereof and in the case of death, dismissal or retirement of the Employee within the period the afore stated events shall first happen

Provided Always That:

1. The liability of the Company shall not exceed
 - a) in respect of any Employee of the Insured the amount of guarantee stated against his name or against the relevant category of Employee in the Schedule.
 - b) in respect of all claims under this Policy the total amount of guarantee
2. 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 Employee, 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 Employee shall not exceed the amount of guarantee hereunder or the amount of guarantee under any other such policy as aforesaid whichever is greater.
3. The Company shall not be liable to pay more than one claim in respect of the acts of any one of the Employees.
4. The loss shall have occurred in connection with occupation and duties of the Employee.

DEFINITIONS:

1. The term “**Insured**” wherever appearing in this section means any person, partnership firm or any body of persons whether incorporated or not with whom the employee who is included in the schedule attached hereto has a contract of service.
2. The term “**Employee**” wherever appearing in this policy means any person (other than a person whose employment is of a casual nature and who is employed otherwise than for the purpose of the Insured’s trade or business) who has entered into a contract of employment with the **Insured**, whether such contract of employment is expressed or implied, oral or in writing.

SPECIFIC EXCLUSIONS UNDER THIS SECTION

1. The Company shall not be liable in respect of losses arising elsewhere than in the Territorial Limits stated in the Schedule.
2. The Company shall not be liable for losses not sustained within a retroactive period not exceeding two years from the date of discovery of any such loss(es). It is understood that in such retroactive period the insurance was continuously in force and the Company will not be liable to pay any claim in respect of loss sustained prior to the inception of the original policy. It is further understood that losses which become payable under this clause shall be subject to the terms, conditions, exceptions of the policy in force as on the date of discovery.

CONDITIONS APPLICABLE TO THIS SECTION

1. On the discovery of any act of default or circumstances which may give rise to a claim, the **Insured** shall:
 - a) Forthwith give written notice to the Issuing Office of the Company.
 - b) Immediately take all steps to prevent further loss;
 - c) Supply at the request of and free of expense to the Company all such proof, information and other evidence (verified by statutory declaration if so required) relating to the claim as the Company may require.
2. If the **Insured** is or shall hereafter be guaranteed by any other person, society or company or hold other security or insurance against such loss as is hereby guaranteed, the Company shall only be liable to bear the loss rateable with such person, society or company or securities or insurance.
3. Any money of the Employee in the hands of **Insured** and any money which but for the Employee's dishonesty would have been due to the Employee from the **Insured** shall be deducted from the amount otherwise payable under this Policy. Any money recovered after the settlement of any claim shall be the property of the Company, not exceeding however the amount paid by the Company.
4. The **Insured** shall if and when required by the Company but at the expenses of the Company use all diligence in prosecuting any of the Employee(s) to conviction for any act which such Employee shall have committed and in consequence of which a claim has been made under such Policy and shall at the Company's expense give all information and assistance to enable the Company to sue for and obtain reimbursement from any such Employee by reason of whose acts or defaults a claim has been made or money which the Company shall have become liable to pay in respect thereof.
5. Unless the Company be advised by the **Insured** and the Company's written approval be obtained the Company shall not be liable hereunder in the

- event of any change in the nature of the business of the **Insured** or in the duties and condition of service of the Employee or if remuneration of the Employee be reduced or its basis altered or if the precautions stated by the **Insured** with regard to accounting be not duly followed or if the **Insured** shall continue to entrust the Employee with money or goods after having knowledge of any material fact bearing on the honesty of the Employee.
6. If any part of the premium or renewal is based on estimates furnished by the **Insured**, the **Insured** shall keep an accurate record containing all relevant particulars and shall allow the Company to inspect such record. The **Insured** shall within one month after the expiry of each period of insurance furnish such information as the Company may require. The premium or renewal premium shall thereupon be adjusted and the difference paid or allowed to the **Insured**.
 7. If required by the Company, the agent or representative of the Company shall in case of any loss to the **Insured** be permitted at all reasonable times to examine into the circumstances of such loss and the **Insured** shall on being required to do so by the Company produce all books of accounts, receipts, documents relating to or containing entries relating to the loss in his possession and furnish copies of or extracts from such of them as may be required by the Company so far as they relate to such claims and will in any way assist the Company to ascertain the correctness thereof or the liability of the Company under this Policy.
 8. The Company shall be entitled at its own expense and for its own benefit in the name of the **Insured** to prosecute all claims and exercise all right or action available to the **Insured** against the Employee in respect of any act insured against in connection with which it may have made payment under this policy and the **Insured** shall give to the Company all such information and assistance as may be reasonably required for maintaining such claims or rights.
 9. For the purpose of identifying Employee in all cases of change of residence or occupation or change of name whether by marriage or otherwise due notice thereof in writing shall be given by the Insured to the Company.

SECTION XVIII – WORKMEN’S COMPENSATION

NOW THIS POLICY WITNESSETH, subject to the terms exceptions and conditions contained herein or endorsed hereon, that if at any time during the Period of Insurance any Employee or Employees of the **Insured** shall sustain Injury by accident arising out of and in the course of his employment in the Business, for which the **Insured** is liable to pay compensation under Employee’s Compensation Act, 1923 and subsequent amendments thereof prior to the date of issue of this Policy and Common Law, then the Company shall indemnify the **Insured** up to

the Limit of Indemnity against all sums for which the **Insured** shall be so liable, including costs and expenses for defending any such claim incurred with the Company's consent.

PROVIDED ALWAYS that in the event of any change in the Law(s) or the substitution of other legislation therefore, 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.

Definitions Applicable to this section

Business means the Business of the **Insured** as specified in the Schedule in respect of which this Policy is issued.

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

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

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

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

Employee or Employees means such person or persons in direct employment under the **Insured** in the Business, but shall not include any person employed under a Contractor or Sub Contractor of the **Insured** unless specifically shown as covered in the Schedule and by an endorsement.

Schedule means the Schedule attached to and forming part of this Policy.

Period of Insurance means the period for which this insurance is availed by the

Insured as specified in the Schedule, unless cancelled earlier.

Limit of Indemnity means the maximum amount of indemnity as specified in the Schedule that will be provided under this Policy by the Company in respect of

- a) any particular claim by an Employee and
- b) all claims arising out of all accidents for any number of Employees during the Period of Insurance

Exclusions applicable to this section

This Policy shall not cover liability of the Insured:

- a) For **Injury** caused to **Employee** by accident directly or indirectly caused by or arising from or in consequence of or attributable to war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, mutiny, insurrection, rebellion, revolution or military or usurped power, nuclear weapons material, ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- b) Accident occurring at any other place than the Place or Places of Employment specified in the Schedule, unless the Employee was at such other place whilst on duty for the purpose of the Business and on the directions of the **Insured** or any of its official authorized to exercise control and supervision over the Employee.
- c) For Occupational Diseases contracted by an Employee
- d) For interest and/or penalty imposed on the **Insured** under any law or otherwise.
- e) Under any Law for medical expenses in connection with treatment of any Injury sustained by an Employee
- f) For persons employed in the Business under a Contractor or Sub-Contractor of the **Insured** unless specifically covered in the Schedule
- g) For Injury sustained by person whilst in the employ of the **Insured** otherwise than in the Business and/or who has is not declared for insurance under this Policy.
- h) Assumed by agreement which would not have attached in the absence of such agreement
- i) For any sum which the **Insured** would have been entitled to recover from any party but for an agreement between the **Insured** and such party.
- j) For any accident occurring whilst the Employee is under the influence of intoxicating liquor or drugs.
- k) For any incapacity or death of an Employee resulting from his/her deliberate self-injury or the deliberate aggravation of an accidental Injury.

CONDITIONS APPLICABLE TO THIS SECTION

The **Insured** shall give written notice in the Claim Form to the Company as soon as reasonably practicable of any claim made against the **Insured** (or any specific event or circumstance that may give rise to a claim being made against the **Insured**) and which forms the subject of indemnity under this section/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, claim or circumstance shall be forwarded to the Company immediately upon receipt by the **Insured**. Such complete written notice and supporting documentation shall form the basis of the Company's assessment of the applicability of cover under this policy to the claim.

No admission, offer, promise or payment in respect of a claim which forms the subject matter of indemnity under this section/Policy shall be made or given by or on behalf of the **Insured** without the prior written consent of the Company

The Company will have the right, but in no case the obligation, to take over and conduct in the name of the **Insured** the defence of any claim and will have full discretion in the conduct of any proceedings and in the settlement of any claim and having taken over the defence of any claim may relinquish the same. All amounts expended by the Company in the defence, settlement or payment of any claim will reduce the Insurance Limits stated in the Schedule of the policy. In the event the Company, in its sole discretion, chooses to exercise its right pursuant to this condition, no action taken by the Company in the exercise of such right will serve to modify or expand in any manner the Company's liability or obligations under this policy beyond what the Company's liability or obligations would have been had it not exercised its rights under this condition

The **Insured** shall give all such information and assistance as the Company may reasonably require

The **Insured** shall give notice as soon as reasonably practicable of any fact, event or circumstance which materially changes any or all of the information supplied by the **Insured** to the Company at the time when this policy was effective, and the Company may amend the terms of this policy according to the materiality of such change

The Company may at any time pay to the **Insured** in connection with any claim or series of claims under this section/Policy to which Insurance Limits apply the amount of such Limit (after deduction of any sums already paid) or any lesser

amount for which such claims can be settled and upon such payment being made the Company shall relinquish the conduct and control of and be under no further liability in connection with such claims

The **Insured** shall keep accurate records of annual turnover which term shall include all leviable duties and at the time of renewal of insurances declare such details as the Company may require. The Company shall at all reasonable time have free access to inspect such records

If at the time of happening of any event resulting in a liability under this section/ policy, there be any other insurances effected by the **Insured** or by any other person or organisation covering the same liability, then the Company shall not be liable to pay or contribute more than its rateable proportion of such liability. Notwithstanding the foregoing, the Company shall in no event be liable for any liability of the Insured under the Public Liability Insurance Act, 1991 or any other similar statute that may come into force after the effective date of this insurance.

The Company shall not be liable to make any payment under this section/ Policy in respect of any claim if such claim shall 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** and/or if the insurance has been continued in consequences of any material mis-statement or the non-disclosure of any material information by or on behalf of the **Insured**. In case of any fraud or misrepresentation of any claim made by the Insured against the Company under this Policy, which the Insured knows to be wrongful, the Company reserves the right to take appropriate legal action and also claim damages

If the **Insured** has rights to recover all or part of any payment the Company has made under this Policy, those rights are transferred to the Company. The **Insured** must do nothing after loss to impair them. At the Company's request, the **Insured** will execute all documents and do all acts necessary to bring or transfer those rights to the Company and help the Company enforce them.

SECTION XIX – AGRI PUMP SET

The company will indemnify the insured up to the sum insured for Loss or damage to Agricultural Pump Set (whether electrical or diesel) and the associated pipelines due to:

- a. Fire and /or lightning
- b. Mechanical/Electrical Breakdown.
- c. Riot, Strike, Malicious damage.
- d. Earthquake

e. Storm, Typhoon, Hurricane, Flood, Inundation

The Company will also pay for reasonable cost incurred by the Insured for dismantling and erecting the Pump Set including the cost of transportation to the closest repairer, wherever applicable.

SPECIFIC EXCLUSIONS UNDER THIS SECTION

Unless specifically stated to be covered, the Company will not pay for

1. Excess, if any, as mentioned in the Policy Schedule
2. Loss or damage for which the manufacturer or supplier is responsible;
3. Loss or damage due to wear and tear, gradual deterioration, atmospheric or climatic conditions, rust, corrosion, moth, vermin or insect;
4. Any cost related to routine maintenance.
5. The cost of rectifying functional failures unless occurred by an insured peril.
6. The **Insured's**:
 - a. consequential losses of any kind (including but not limited to loss of profit, loss of opportunity, loss of gain, business interruption, market loss, loss of a pure financial nature, loss of goodwill);
 - b. legal liability;
 - c. any liability which attaches by virtue of any agreement but which would not have attached in the absence of such agreement.
7. Any fault or defect existing at the commencement date of this insurance.
8. Any circumstance, fact or matter of which the **Insured** was or ought reasonably to have been aware of, prior to the commencement of the Policy Period;
9. Liability which is more specifically insured elsewhere;
10. Any claim arising due to negligence by **Insured**, his servants, family, household or persons engaged in operation of insured's asset.
11. Any loss or damage arising due to improper care and maintenance of the insured asset.

SECTION XX – AGRICULTURAL EQUIPMENT

The company will indemnify the insured up to the sum insured for Loss or damage to **Agricultural Equipment** owned or in the custody of the insured due to:

- a. Fire and /or lightning
- b. Mechanical/ Electrical Breakdown.
- c. Riot, Strike, Malicious damage.
- d. Earthquake
- e. Storm, Typhoon, Hurricane, Flood, Inundation
- f. Burglary, Housebreaking or Theft
- g. Whilst in transit by road rail inland waterway lift elevator or air
- h. By accidental external means

The Company will also pay for reasonable cost incurred by the **Insured** for dismantling and erecting the equipments including the cost of transportation to the closest repairer, wherever applicable.

DEFINITIONS:

Agricultural Equipment are equipment which are specifically used for the purpose of agriculture and irrigation purposes

SPECIFIC EXCLUSIONS UNDER THIS SECTION

Unless specifically stated to be covered, the Company will not pay for

1. Excess, if any, as mentioned in the Policy Schedule
2. Loss or damage for which the manufacturer or supplier is responsible;
3. Loss or damage due to wear and tear, gradual deterioration, atmospheric or climatic conditions, rust, corrosion, moth, vermin or insect;
4. Any cost related to routine maintenance.
5. The cost of rectifying functional failures unless occurred by an insured peril.
6. The **Insured's**:
 - a. Consequential losses of any kind (including but not limited to loss of profit, loss of opportunity, loss of gain, business interruption, market loss, loss of a pure financial nature, loss of goodwill);
 - b. Legal liability;
 - c. Any liability which attaches by virtue of any agreement but which would not have attached in the absence of such agreement.
7. Any fault or defect existing at the commencement date of this insurance.
8. Any circumstance, fact or matter of which the Insured was or ought reasonably to have been aware of, prior to the commencement of the Policy Period;
9. Liability which is more specifically insured elsewhere;
10. Any claim arising due to negligence by **Insured**, his servants, family, household or persons engaged in operation of insured's asset.
11. Any loss or damage arising due to improper care and maintenance of the insured asset.
12. Any loss or damage to agricultural pump sets.

CONDITIONS APPLICABLE TO THIS SECTION

Insured has to bear the excess mentioned in the schedule.

SECTION XXI – PEDAL CYCLE

We will indemnify the insured for the loss of or damage to a Pedal Cycle up to the sum insured specified in policy schedule belonging to the **Insured** or any member of the **Insured's Family** caused by Accident, theft or the malicious act

of a third party.

DEFINITIONS:

Family means spouse or children of the **Insured** person.

SPECIFIC EXCLUSIONS UNDER THIS SECTION

The Company has no liability for and will not make any payment under this Cover for loss or damage:

- a) Caused or liability sustained by, through or in connection with the Pedal Cycle whilst being used for hire or reward, or for racing or pace making, or outside India;
- b) Caused or liability sustained by mechanical breakdown or overloading or strain;
- c) To accessories by theft unless the Pedal Cycle itself is stolen at the same time;
- d) Theft or any damages caused by or arising from any failure to secure the Pedal Cycle when left unattended.
- e) Excess, if any, as mentioned in the Policy Schedule

CONDITIONS APPLICABLE TO THIS SECTION

1. The **Insured** shall take all reasonable steps to safeguard the Pedal Cycle(s) insured against any accident, loss, or damage. The Cycle(s) should be securely locked when left un-attended.
2. **Insured** has to bear deductible mentioned in the policy schedule in each and every claim under this section.

GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS

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

- a) War, Invasion, Act of Foreign Enemy, Hostilities or War Like Operations (whether war be declared or not), Civil War, Rebellion, Revolution, Insurrection Mutiny, Civil Commotion, Confiscation, Commandeering a Group of Malicious persons 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, permanent or temporary dispossession resulting from, confiscation, nationalization, commandeering, or requisition by any lawfully constituted authority.
- b) Nuclear Reaction, Nuclear Radiation or Radioactive Contamination.
- c) Wilful Act or Wilful Negligence of the **Insured** or his representative.;
- d) Cessation of work, whether total or partial.
- e) 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 replacements for machinery lost or damaged.

- f) Derangement of the **Insured** property not accompanied by damage otherwise covered by this policy.
- g) Loss of or Damage to the property covered under this policy falling under the terms of the **Maintenance Agreement**.
- h) **Terrorism Damage Exclusion Warranty**: - 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, unless Terrorism coverage is specifically opted by the insured with additional payment of Terrorism cover Premium.

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

- i) Any loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss and any legal liability of whatsoever nature directly or indirectly, caused by or contributed to by, or arising from ionizing radiation or contamination by radioactivity from any source whatsoever.
- j) Loss of or damage to any Property insured under this Policy in the event of non-cooperation, misrepresentation, misdescription or non-disclosure in any material particular or if a claim be fraudulent or any fraudulent means or devices be used by the **Insured** or any one acting on his behalf to obtain any benefit under this Policy.

Sanctions Limitation Clause

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

05 October 2023

LMA5399 - COMMUNICABLE DISEASE EXCLUSION

1. Notwithstanding any provision to the contrary within this insurance agreement, this insurance agreement excludes all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defense cost, cost, expense or any other amount incurred by or accruing to the Insured, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
2. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - 2.1. The substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - 2.2. The method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
 - 2.3. The disease, substance or agent can cause or threaten bodily injury, illness, emotional distress or damage to human health, human welfare or property damage.

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

CYBER RISK EXCLUSION CLAUSE NMA 2915

1. Electronic Data Exclusion Notwithstanding any provision to the contrary within the Policy or any Endorsement thereto, it is understood and agreed as follows:
 - a) This policy does not insure, loss, damage, destruction, distortion, erasure, corruption or alteration of electronic data from any cause whatsoever (including but not limited to computer virus) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting there from, regardless of any other cause or event contributing concurrently or in any other sequence to the

loss. Electronic data means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software, and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

Computer virus means a set of corrupting, harmful or otherwise unauthorized instructions or code including a set of maliciously introduced unauthorized instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. Computer virus includes but is not limited to 'trojan horses', 'worms' and 'time or logic bombs'.

- b) However, in the event that a peril listed below results from any of the matters described in paragraph a) above, this policy, subject to all its terms, conditions and exclusions will cover physical damage occurring during the Policy period to property insured by this policy directly caused by such listed peril.

Listed Perils:

Fire

Explosion

Electronic Data Processing Media Valuation Notwithstanding any provision to the contrary within the Policy or any Endorsement thereto, it is understood and agreed as follows: Should electronic data processing media insured by this policy suffer physical loss or damage insured by this policy, then the basis of valuation shall be the cost of the blank media plus the costs of copying the ELECTRONIC DATA from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such ELECTRONIC DATA. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However, this policy does not insure any amount pertaining to the value of such ELECTRONIC DATA to the Assured or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled. All other terms, conditions and exclusions of the policy remain the same. Subject otherwise to the terms and conditions as specified in the policy.

POLICY LEVEL DEFINITIONS

We, Us, Our, Insurer	HDFC ERGO General Insurance Company Ltd.
You, Your, Insured	The Insured Person/s, Company or other entity shown in the Policy Schedule who has/have purchased Insurance Cover under this Policy; of such Insured Person/s
Policy Schedule	The document accompanying and forming part of the Policy that gives Your details and of Your insurance cover
Premium	The premium is the amount You pay Us for this insurance. The Policy Schedule shows the amount of premium for the Policy Period and all other taxes and levies.
Policy Period	Policy period means the period commencing from the effective date and time as shown in the Policy Schedule and terminating at Midnight on the expiry date as shown in the Policy Schedule or on the termination of or the cancellation of Insurance as provided for under General Rules and Regulations of this policy, whichever is earlier.
Endorsement	A written amendment to the Policy that We make (additions, deletions, modifications, exclusions, or conditions of an insurance policy) which may change the terms or scope of the original policy.
Excess	It is the amount that You must bear in each and every claim before We become liable to pay under any particular section of coverage
Commencement Date	It is the date and time from which the insurance cover under this Policy begins. It is shown in the Policy Schedule.
Business	Your commercial enterprise, trade or profession as shown in the Policy Schedule.

GENERAL RULES AND REGULATIONS

This Policy shall be governed by the laws of India and the courts in Mumbai alone shall have jurisdiction in respect of any dispute arising hereunder

1. **Transfer of Rights and Duties under this Policy**

The Insured's rights, interests and duties under this Policy may not be transferred or assigned without this Company's written consent.

2. **Changes during Policy Period.**

You can choose to make changes to the covers of this Policy, for example, take additional cover, or increase or reduce any Sum Insured unless any such restriction has been specifically mentioned. You must make a proposal or request for any change. It will be effective only after We have accepted Your proposal, and You have paid the additional premium where applicable.

3. **Cancellation and termination of Policy**

A)1. Cancellation by You

- a. You can cancel the policy at any time during the policy term, by informing the Company in writing.
- b. If You cancel the Policy, We will refund premium as follows:

For Long Term policies (Policy duration more than 1 year):

In case of No claim: The Company shall refund proportionate premium for the unexpired policy period.

In case of claim: No refund shall be made for the year in which claim is made. The Company shall refund proportionate premium for the unexpired policy years.

For policy duration up to 1 year:

The Company shall refund proportion premium for rest of the policy period subject to no claim(s) made during the policy period.

2. Cancellation by Us

We will cancel the policy only on the grounds of established fraud, by giving minimum notice of 7 days to **You**. **We** will refund proportion premium for unexpired policy period subject to no claim(s) made during the policy period.

B) Automatic termination of the Policy:

This Policy will automatically end in the following cases:

- a. **Destruction of any Insured Building:** This Policy will automatically end 7 (seven) days after any Insured Building collapses or is displaced or destroyed by reason other than any Insured Event. If a separable part of any Insured Building falls down or is destroyed by reason other than any Insured Event, the cover will end for such part or additional structure.
- b. **You** can apply within 7 (seven) days of such fall or destruction for continuing insurance cover. **We** may agree, but will not be bound, to continue the cover on revised rates, terms and conditions.
- c. **Change of use or ownership of Insured Property:** The Policy will end in regard to the **Insured Property** affected, unless **You** have obtained **Our** prior consent in writing as an Endorsement on the Policy,
 - if **You** change the trade or manufacture, or the nature of **Your** occupation, or **You** change other circumstances relating to the Building or a building containing any **Insured Property** in such a way as to increase the risk of loss or damage by Insured Events;
 - if **Your** interest in any **Insured Property** passes to another except by will or operation of law.
- d. **Sale of Insured Property:** This Policy will end when **You** sell, surrender or release **Your** interest in any **Insured Property** or its part.
- e. **Exhaustion of Sum Insured:** If any **Insured Property** is lost, destroyed or stolen, or is a Total Loss, and **We** pay **You** the full Sum Insured for such item, the insurance cover for that item will automatically end. If **We** pay the total Sum Insured for any claim, this Policy will end.
- f. **Effect of death:** If **You** are an individual, in the event of **Your** unfortunate death the Insurance Covers that **You** have purchased will continue for the benefit of **Your** legal representative/s during the Policy Period subject to all the terms and conditions of this Policy.
- g. **Policy not invalidated:** The Policy is not invalidated:
 - i. by transfer of **Your** interest in the Policy by operation of law, if that occurs during the Policy Period. **We** can continue this policy on same or modified terms in favor of **Your** legal representatives if they apply for this purpose within 30 days of such transfer.
 - ii. by any act, omission, or alteration unknown to **You**, or beyond **Your** control, that increases the risk of loss or damage, if **You** give notice to **Us** immediately when **You** become aware of the act, omission or alteration, and pay additional premium if required; or
 - iii. if **Your** employees or workmen carry out repairs, maintenance work or minor alterations in the **Insured Property**.

C) Claims Procedure

If **You** suffer a loss because of an Insured Event, **You** must make a claim for **Your** financial loss at **Your** cost.

The procedure for making a claim is given below. These include things that **You** must do, and that **You** must not do. It is important to comply with these to ensure that it does not prejudice **Your** claim in any manner.

1. Immediate notice to Us

- a. As soon as any loss or physical damage occurs to any **Insured Property** due to an Insured Event, **You** must immediately give notice to **Us** of the loss or damage. This is necessary so that **We** can survey/investigate the loss or damage.
- b. **You** can give notice to any of **Our** offices or call centers.
- c. **You** must state in this notice
 - i. The Policy Number,
 - ii. **Your** name,
 - iii. Details of report to the police that **You** made,
 - iv. Details of report to any Authority that **You** made,
 - v. Details of the Insured Event,
 - vi. A brief statement of the loss,
 - vii. Particulars of any other insurance of the **Insured Property, Your** Premises or any other Property on **Your** Premises,
 - viii. Details of loss or damage under Add-ons, if any, and
 - ix. Submit photographs of loss or physical damage, wherever possible.

The company may require submission of additional documents, if needed.

2. Steps to prevent loss and damage

- a. You must take all reasonable steps to prevent further loss or damage to the Insured Property.
- b. Until We have inspected the Insured Property and Your Premises, and have given Our consent,
 - i. You must not sell, give away or dispose of any damaged items of any property,
 - ii. You must not wash or clean, or remove any damaged item or debris, except for any urgent necessity, and
 - iii. You must not carry out repairs unless such repairs are urgent and You cannot contact Us.

3. Immediate notice to authorities

- a. As soon as any loss or damage occurs to the **Insured Property, You** must give immediate report to appropriate legal authorities. For example, **You** must report to the fire brigade of the local authority and the police if

there is damage by fire/ explosion / implosion or lightning. In case of subsidence /landslide/rockslide, **You** must inform the District Administration. In the event of impact damage of any kind or Riot Strikes, Malicious acts and acts of terrorism, **You** must inform the police. If there is a theft within 7 (seven) days following an Insured Event, **You** must inform the police.

- b. **We** may but not necessarily, waive this condition if **We** are satisfied that by reason of extreme hardship it was not possible for **You** or any other person on **Your** behalf to give such report.

4. Submit claim

i. a. You must submit Your claim in Our claim form at the earliest opportunity, but within 30 days from the date You first notice the loss or damage. The claim form is available in any of Our branches, and on Our web-site.

i. b. You must state in Your claim the details of any other insurance policy that covers the damage or loss for which You have filed Your claim, whether You have purchased such other insurance, or someone else has purchased it for You.

ii. We shall not 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. If We disclaim liability for a claim You have made and if the claim is not made a subject matter of a suit in a court of law within a period of 12 months from the date of disclaimer, the claim shall not be recoverable hereunder.

5. Establish loss

You must prove that the Insured Event has occurred, and the extent of loss or physical damage **You** have suffered with full details,

i. **You** must support **Your** claim for **Insured Property** with plans, specification books, vouchers, invoices pertaining to costs incurred by You for reconstruction/replacement/repairs.

ii. **You** must allow **Us**, **Our** officers, surveyors or representatives to inspect the Insured Property and to take measurements, samples, damaged items or parts, and photographs that are relevant.

iii. **You** must give **Us** authority to see the relevant records and get information about the Event and **Your** loss from the police or any other authority.

iv. **You** must give **Us** when **We** request any additional information that **We** require for verifying Your claim.

6. Fraudulent claim

If You, or anyone on Your behalf, make a false or fraudulent claim, or support a claim with any false or fraudulent statement or documents:

- i. We will not pay the claim,
- ii. We can cancel the Policy: in such a case, You will lose all benefits under this Policy and premium that You have paid, and
- iii. We can also inform the police, and start legal proceedings against You.

7. Other insurance

- i. Unless stated otherwise specifically in any section, If **You** have any other policy with **Us** or any other Insurance Company (taken by **You** or by anyone else for **You**) covering in whole or in part any claim that **You** have made under this Policy, **You** have a right to ask for settlement of **Your** claim under any of these policies.
- ii. If **You** choose to claim under this Policy from **Us**, We will settle Your claim within the limits and the terms and conditions of this Policy.
- iii. After **We** pay the amount under **Your** claim, We have the right to ask for contribution from the Insurers that have given **You** the other policies.
- iv. **We** will ensure that **Our** actions do not impose any liability on **You**.

Multiple policies involving Bank or other lending or financing entity - In case there is more than one insurance policy issued to the customer/ policyholder covering the same risk, the Company will not apply contribution clause.

8. Our rights relating to Insured Property

- i. **We** must investigate/survey that **Your** claim is covered by this Policy. For this purpose, **We** will give **You** notice and request Your cooperation as follows:
- ii. **We** and **Our** representatives will visit **Your** premises, inspect the **Insured Property**
- iii. **We** will ask **You** to give to **Us** any items of the Contents of Your premises for the purposes examination, testing, or any other investigation,
- iv. **We** will dispose of or deal with or sell any item of the Contents of **Your** Premises for which loss We have paid completely.
- v. **We** will ensure that **Our** actions will not impose any liability on **You**.

9. Recovery action by Us

- i. When **We** accept and pay **Your** claim under the Policy, **We** can start legal proceedings to recover the amount or property from the third party who has caused the loss or damage to **Your Insured Property**. **You** must give authority to **Us** to take such action and exercise this right effectively,

- when We request **You**, whether before or after making payment of Your claim. **You** must give all information, cooperation, assistance and help for this purpose. **You** must not do anything which will prejudice **Our** right.
- ii. Any amount **We** recover from such person will be applied first to the costs of the legal proceedings and recovery, then to the claim amount **We** have paid or must pay to **You**. We will pay **You** any balance.
 - iii. **You** can start legal proceedings against any person who has caused the loss or damage only with **Our** prior consent, and on conditions that **We** will impose. **You** must not compromise or settle any claim against such person without **Our** consent. If **You** recover any amount from such person, **You** must return to **Us** the amount **We** have paid for **Your** claim. We can take over the conduct of legal proceedings that **You** have started and continue the proceedings in **Your** name.

10. Renewal of Policy

1. **End of Policy:** This Policy will expire at the end of the Policy Period.
2. **Application for renewal:** If **You** wish to renew the Policy, **You** must apply for renewal before the end of the Policy Period and pay the required premium amount.
3. **Renewal is not automatic:** **We** may seek relevant information from **You** for the purpose of renewal. **We** can reject Your renewal only on grounds of mis-representation, non- disclosure of material facts, fraud or non-co-operation on Your part.

11. Automatic Escalation of Sum Insured

Where the Policy Period is long term, **We** will automatically increase **Your** Sum Insured during the Policy Period by 10% per annum on each anniversary of **Your** Policy without additional premium for a maximum of 50% of the Sum Insured at the Policy Commencement Date. This provision shall be applicable to Sections I, II, III, IV, V, VI, VII, VIII, IX, X, XI & XII. This provision is not applicable if sum insured is on loss limit basis or if Long Term discount is provided.

Grievance Redressal Procedure

If You have a grievance that You wish us to redress, You may contact us with the details of your grievance through:

- Call Centre - 022 6158 2020 / 022-6234 6234
- Email – grievance@hdfcergo.com
- Contact Details for Senior Citizens: 022 6242 6226 | Email ID: seniorcitizen@hdfcergo.com

- Designated Grievance Officer in each branch.
- Company Website – www.hdfcergo.com
- Courier - Any of Our Branch office or corporate office

You may also approach the Complaint & Grievance (C&G) Redressal Cell at any of **Our** branches with the details of your grievance during **Our** working hours from Monday to Friday.

If **You** are not satisfied with **Our** redressal of your grievance through one of the above methods, **You** may contact **Our** Head of Customer Service at

**The Complaint & Grievance Redressal Cell,
HDFC ERGO General Insurance Company Limited
D-301,3rd Floor, Eastern Business District (Magnet Mall),
LBS Marg, Bhandup (West),
Mumbai – 400078, Maharashtra**

In case You are not satisfied with the response / resolution given / offered by the C&G cell, then You can write to the Chief Grievance Officer of the **Company at the following address**

**To the Chief Grievance Officer
HDFC ERGO General Insurance Company Limited
D-301, 3rd Floor, Eastern Business District (Magnet Mall),
LBS Marg, Bhandup (West),
Mumbai - 400078, Maharashtra
e-mail: cgo@hdfcergo.com**

Grievance may also be lodged at IRDAI Integrated Grievance Management system- <https://bimabharosa.irdai.gov.in>

You may also approach the nearest Insurance Ombudsman for resolution, if your grievance is not redressed by the Company. The contact details of Ombudsman offices are below if your grievance pertains to:

- Insurance claim that has been rejected or dispute of a claim on legal construction of the policy
- Delay in settlement of claim
- Dispute with regard to premium
- Non-receipt of your insurance document

You may also refer Our website www.hdfcergo.com <https://www.hdfcergo.com/customer-voice/grievances> for detailed grievance redressal procedure.

NAMES OF OMBUDSMAN AND ADDRESSES OF OMBUDSMAN CENTRES	
OFFICE DETAILS	JURISDICTION OF OFFICE (UNION TERRITORY, DISTRICT)
<p>AHMEDABAD Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02 Email: oio.ahmedabad@cioins.co.in</p>	<p>Gujarat, Dadra & Nagar Haveli, Daman and Diu</p>
<p>BENGALURU Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: oio.bengaluru@cioins.co.in</p>	<p>Karnataka.</p>
<p>BHOPAL Office of the Insurance Ombudsman, LIC of India, Zonal Office Bldg. 1st floor, "Jeevan Shikha", 60-B, Hoshangabad Road, Opp. Gayatri Mandir, Bhopal – 462 011. Tel.: 0755 - 2769201 / 2769202/ 2769203/ 2769200 Email: oio.bhopal@cioins.co.in</p>	<p>Madhya Pradesh Chattisgarh.</p>
<p>BHUBANESHWAR Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 /2596455/ 2596003/ 2596429 Fax: 0674 - 2596429 Email: oio.bhubaneswar@cioins.co.in</p>	<p>Orissa.</p>

NAMES OF OMBUDSMAN AND ADDRESSES OF OMBUDSMAN CENTRES	
OFFICE DETAILS	JURISDICTION OF OFFICE (UNION TERRITORY, DISTRICT)
<p>CHANDIGARH Office of the Insurance Ombudsman, Jeevan Deep Building SCO 20-27, Ground Floor Sector- 17 A, Chandigarh – 160 017. Tel.: 0172-2706468/ 2773101 Email: oio.chandigarh@cioins.co.in</p>	<p>State of Punjab, Haryana (excluding 4 districts viz Gurugram, Faridabad, Sonapat and Bahadurgarh), Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh and Chandigarh.</p>
<p>CHENNAI Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24333678 Fax: 044 - 24333664 Email: oio.chennai@cioins.co.in</p>	<p>Tamil Nadu Puducherry Town and Karaikal (which are part of Puducherry).</p>
<p>DELHI Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011-46013992 Email: oio.delhi@cioins.co.in</p>	<p>Delhi, 4 districts of Haryana viz Gurugram, Faridabad, Sonapat and Bahadurgarh)</p>
<p>GUWAHATI Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001 (ASSAM). Tel.: 0361 - 2632204 / 2632205 Email: oio.guwahati@cioins.co.in</p>	<p>Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura</p>
<p>HYDERABAD Office of the Insurance Ombudsman, 6-2-46, 1st floor, “Moin Court”, Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 – 23376991/ 23376599 Email: oio.hyderabad@cioins.co.in</p>	<p>State of Andhra Pradesh, Telangana and Yanam – a part of Union Territory of Puducherry</p>

NAMES OF OMBUDSMAN AND ADDRESSES OF OMBUDSMAN CENTRES	
OFFICE DETAILS	JURISDICTION OF OFFICE (UNION TERRITORY, DISTRICT)
<p>JAIPUR Office of the Insurance Ombudsman, JeevanNidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 – 2740363/2740798 Email: oio.jaipur@cioins.co.in</p>	Rajasthan
<p>KOCHI Office of the Insurance Ombudsman, 10th Floor, Jeevan Prakash, LIC Building, Opp to Maharaja's College Ground, M.G.Road, Kochi - 682 011. Tel.: 0484 – 2358759/ 2358734 Email: oio.ernakulam@cioins.co.in</p>	Kerala Lakshadweep, Mahe - a part of Union territory of Puducherry
<p>KOLKATA Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 7th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 Fax : 033 - 22124341 Email: oio.kolkata@cioins.co.in</p>	States of West Bengal, Sikkim and Union Territories of Andaman & Nicobar Islands
<p>LUCKNOW Office of the Insurance Ombudsman, 6th Floor, JeevanBhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 4002082 / 3500613 Email: oio.lucknow@cioins.co.in</p>	Districts of Uttar Pradesh : Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhabdra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar

NAMES OF OMBUDSMAN AND ADDRESSES OF OMBUDSMAN CENTRES

OFFICE DETAILS	JURISDICTION OF OFFICE (UNION TERRITORY, DISTRICT)
<p>MUMBAI Office of the Insurance Ombudsman, 3rd Floor, JeevanSevaAnnexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 69038800/27/29/31/32/33 Email: oio.mumbai@cioins.co.in</p>	<p>List of wards under Mumbai Metropolitan Region excluding wards in Mumbai - i.e M/E, M/W, N , S and T covered under Office of Insurance Ombudsman Thane and areas of Navi Mumbai.</p>
<p>NOIDA Office of the Insurance Ombudsman, BhagwanSahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120- 2514252 / 2514253 Email: oio.noida@cioins.co.in</p>	<p>State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.</p>
<p>PATNA Office of the Insurance Ombudsman, 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068 Email: oio.patna@cioins.co.in</p>	<p>Bihar Jharkhand</p>
<p>PUNE Office of the Insurance Ombudsman, JeevanDarshan LIC Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020- 24471175 Email: oio.pune@cioins.co.in</p>	<p>State of Goa and State of Maharashtra excluding areas of Navi Mumbai, Thane district, Palghar District, Raigad district & Mumbai Metropolitan Region</p>
<p>THANE Office of the Insurance Ombudsman, 2nd Floor, Jeevan Chintamani Building, Vasantrao Naik Mahamarg, Thane (West) Thane – 400604 Tel.: 022-20812868/69 Email: oio.thane@cioins.co.in</p>	<p>Area of Navi Mumbai, Thane District, Raigad District, Palghar District and wards of Mumbai, M/East, M/West, N, S and T.”</p>